

BOARD MINUTES
BOARD MEETING
ADMINISTRATION OFFICE
February 11, 2019
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 Chair entertained a motion to approve the minutes of the January 14, 2019, School Board Meeting.

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

- **SPECIAL PRESENTATIONS/RECOGNITIONS**
- **REPORTS**

ACTION ITEMS

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

- **PERSONNEL**- All employment recommendations are pending completed satisfactory criminal background history report.
 - **Thorntown**
 - Alynda Neubeck – Resignation – Cafeteria Supervisor effective January 18, 2019
 - Amelia Smith – Employment – Cafeteria Supervisor effective January 22, 2019
 - Denise Sigmund – Employment – Cafeteria Supervisor effective January 23, 2019
 - Tricia Rikken – Employment – Instructional Assistant 4th Grade effective February 11, 2019
 - **Western Boone**
 - Morgan Smith – FMLA effective April 12, 2019 to May 23, 2019
 - Kathryn Gutierrez – FMLA effective August 6, 2019 to September 16, 2019
 - Linda Jones – Temporary – Art Teacher filling in for FMLA effective February 20, 2019 to May 1, 2019
 - Brian Bowerman – Retirement – 7th Grade Social Studies Teacher effective at the end of 2018-2019 school year
 - Lisa Pierce – Resignation - Instructional Assistant effective February 4, 2019
 - Herman Turner – Resignation – Custodian 2nd shift effective February 5, 2019
 - David Calvert – Resignation – Custodian 2nd shift effective February 8, 2019
 - David Calvert – Sub – Custodian effective February 11, 2019
 - **Western Boone Athletics**
 - Cary Clanton – Varsity Volunteer Softball Assistant Coach
 - Savannah Bealmear – Junior High Softball Head Coach
 - Steve Bealmear – Junior High Softball Assistant Coach
 - Katie Swisher – Co-Ed Junior High Golf Head Coach
 - Megan Alexander – Co-Ed Junior High Golf Assistant Coach
 - Michael Nance – Resignation 7th Grade Baseball Head Coach
 - Bronson Licklitter – 7th Grade Baseball Head Coach

The Chair entertained a motion to approve the personnel as presented
Motion: Rick Davis, Second: Brian Gott (Discussion) Vote: 7-0

- **BUSINESS**

PUBLIC HEARING ON FIFTH AMENDMENT TO CONTRACT OF LEASE

Jane Herndon, bond council from Ice Miller, stated that the proposed Fifth Amendment to Contract of Lease (the "Fifth Amendment"), plans and estimates for the school building to be renovated and improved by the Western Boone Multi-School Building Corporation (the "Building Corporation") had been on file from the date of publication of said notice until today, in the Administration Building of the School Corporation. Copies of the same were presented to this meeting for the inspection of the members of the Board. Ms. Herndon said that it was not necessary to review in detail all the procedures to date since the Board was familiar with all steps heretofore taken, including the proposed Fifth Amendment, plans and estimates just submitted.

The meeting was then open for questions and for the hearing of all persons interested. No public comment was given. It was then explained that the construction bids or contracts would need to be assigned to the Building Corporation, once they are received. The Building Corporation will use bond proceeds to fund such contracts and complete the Project.

Ms. Herndon further advised the Board that it needed to approve the form of Amendment and Supplement to the Master Continuing Disclosure Undertaking and the Amended and Restated Post-Issuance Compliance Procedures. The Board then adopted the following resolutions attached as Exhibits A, B, C, and D.

- **Exhibit A: Resolution Authorizing Execution of Fifth Amendment to Contract of Lease and Sale of Real Estate**
- **Exhibit B: Resolution Assigning Construction Bids**
- **Exhibit C: Resolution Approving First Amendment and Second Supplement to The Master Continuing Disclosure Undertaking**
- **Exhibit D: Resolution Approving Amended and Restated Post-Issuance Compliance Procedures**

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

- **Investment of Corporation Funds in Transaction Accounts** **BP - 7025**
 - Superintendent Ramey recommended the approval to adopt the updated Board Policy 7025 regarding the Investment of Corporation Funds in Transaction Accounts.
Motion: Brian Gott, Second: Melissa Smith (Discussion) Vote: 7-0
- **Food2School 2019-2020**
 - Superintendent Ramey recommended the Board to approve the Food2School Purchasing Cooperative for 2019-2020 Bid/FRP participation commitment. The following packet of information details the agreement.
Motion: Mike Martin, Second: Brian Gott (Discussion) Vote: 7-0
- **Support Staff Benefits 2019-2020**
 - Superintendent Ramey recommended the Board approve the following Food Services support staff benefits for the 2019-2020 school year. The changes, affecting full and part-time staff, will include an attendance incentive and tax-deferred retirement savings 403b plan.
Motion: Dennis Reagan, Second: Phil Foster (Discussion) Vote: 7-0

- **School Calendars**

- Revised school calendar for the 2019-2020 School Year
- Approval of school calendar for the 2020-2021 School Year

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

- **Out of State/Overnight Field Trip**

- Superintendent Ramey recommended the Board approve the following field trip request:

- Leslie Baker – Band – King’s Island, May 18, 2019 from 6:30 a.m. to 12:00 a.m.
- Adrienne Pursley/Leslie Baker – Choir/Band – Orlando, FL. April 14, 2020 to April 19, 2020
- Jennifer Brunty – Spanish – Ecuador and the Galapagos Islands June 22, 2020 to June 29, 2020

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

- **Non-Resident Student**

- Superintendent Ramey recommended the Board approve the following Non-Resident Student:

- Tobin Eastwood – Thorntown Elementary, Kindergarten, 2019-2020 school year
- Olivia Nichols – Thorntown Elementary, Kindergarten, 2019-2020 school year
- Sophia Nichols – Thorntown Elementary, 2nd Grade, 2019-2020 school year

Motion: Rick Davis, Second: Melissa Smith (Discussion) Vote: 7-0

- **Donation**

- Superintendent Ramey recommended the Board approve the following:

- Granville Wells Elementary received a \$200.00 donation from the Jamestown Masonic Lodge. The money is to be used for student needs at school.
- Granville Wells Elementary received a \$1500.00 donation from anonymous donor. The money is to be used for student needs as school.
- Western Boone Athletics received \$12,976.24 in total donations for the Football Rings.

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

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of January 14, 2019 through February 11, 2019, as submitted

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

- **MONTHLY FINANCIAL REPORTS**

- **OTHER**

- **ANNOUNCEMENTS**

- Winter Break – February 18, 2019 – No School
February 19, 2019 – No School

- **ADJOURNMENT**

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

EXECUTIVE SUMMARY OF REQUESTED ACTION BY SCHOOL BOARD

Hearing on Fifth Amendment to Contract of Lease

The School Corporation is funding this project through a lease financing, as it has done with other past construction/renovation projects. Lease financings are used by school corporations across the State of Indiana in order to borrow for renovation and construction.

The building is currently subject to a financing lease. Therefore, we are amending that Lease to increase the lease rental due from the School Corporation. In exchange for the increased lease rental, the Building Corporation will use the bond proceeds to make the needed improvements. The increased lease rental (as shown as a maximum amount in the Fifth Amendment to Contract of Lease) will be sufficient to pay the principal and interest due to the bondholders.

(Open the meeting up to the public for a hearing on the whether the lease rental contained in the Fifth Amendment to Contract of Lease is "fair and reasonable" for the construction or improvements being made.)

Resolution Authorizing Execution of Fifth Amendment to Contract of Lease (EXHIBIT A)

As required by the School Leasing Statute (IC 20-47-3), after a hearing, the School Board must approve the Fifth Amendment to Contract of Lease and authorize the officers to execute such Agreement. This Fifth Amendment to Contract of Lease is the agreement whereby the School Corporation will levy the required property tax to pay the lease payments. The lease payments will be paid to the Building Corporation and used to pay the bondholders. Without the Lease, bondholders will have no assurance that the Building Corporation will repay the bonds. The Lease is the mechanism by which the property tax collections can get to the bondholders.

Resolution Assigning Construction Bids to Building Corporation (EXHIBIT B)

The Building Corporation currently owns the Junior/Senior High School Building. The Building Corporation will also be the issuer of the bonds. The bond proceeds will be held by the trustee bank, and will be used to pay the contractors for the work done on the building. As a result, the construction contracts will need to be with the Building Corporation because the Building Corporation will hold the money to pay the contractors. The School Corporation receives the bids and/or

contracts and awards the bids and/or contracts under State law but then assigns those bids and/or contracts to the Building Corporation.

Resolution Approving Second Amendment to the Master Continuing Disclosure Undertaking and Issuing Bonds (EXHIBIT C)

The Securities and Exchange Commission requires that a school corporation enter into a Master Continuing Disclosure Undertaking before it issues bonds. The School Corporation has previously entered into this type of agreement. The agreement requires that the School Corporation agree to timely provide certain financial information to the SEC's EMMA database (www.emma.msrb.org) and provide notice of any material events.

Resolution Approving Amended and Restated Post-Issuance Compliance Procedures (EXHIBIT D)

The IRS and the SEC have increasingly sought written procedures for governmental entities who issue bonds. The approval of the Amended and Restated Post-Issuance Compliance Procedures satisfies such requirement. Further, the new, updated procedures account for recent changes in federal tax and securities law.

EXHIBIT A

RESOLUTION AUTHORIZING EXECUTION OF FIFTH AMENDMENT TO
CONTRACT OF LEASE AND SALE OF REAL ESTATE

WHEREAS, on January 14, 2019, the Board of School Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") examined and approved a form of Fifth Amendment to Contract of Lease (the "Fifth Amendment") between the Western Boone Multi-School Building Corporation (the "Building Corporation") and the School Corporation; and,

WHEREAS, notice of a hearing on the proposed Fifth Amendment was given by publication in The Lebanon Reporter on January 10, 2019, and said hearing has been held in accordance with the notice; now, therefore,

BE IT RESOLVED by the Board of the School Corporation, that the preliminary plans and estimates provide the necessary facilities for the pupils of this School Corporation and the same now are hereby approved, and any members of the Board be, and they are hereby authorized and directed to endorse their approval upon such plans and specifications.

BE IT FURTHER RESOLVED, that the proposed Fifth Amendment provides for a fair and reasonable rental, and further that the execution of the Fifth Amendment is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Board is authorized and directed to initial and date a copy of the proposed Fifth Amendment and to place the same in the minute book immediately following the minutes of this meeting, and said Fifth Amendment is made a part of this resolution as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that any officers of the Board be, and they are hereby authorized and directed to execute Fifth Amendment on behalf of the School Corporation.

Passed and Adopted this 11th day of February, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT B

RESOLUTION ASSIGNING CONSTRUCTION BIDS

WHEREAS, the Western Boone County Community School Corporation (the "School Corporation") reasonably expects to receive construction bids for the renovation of and improvements to Junior/Senior High School and other school facilities (the "Project"); and,

WHEREAS, the Project is reasonably expected to be funded with bonds issued by the Western Boone Multi-School Building Corporation (the "Building Corporation"); now, therefore,

BE IT RESOLVED, the construction bids relating to the Project are hereby assigned to the Building Corporation.

Passed and Adopted this 11th day of February, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT C

**RESOLUTION APPROVING FIRST AMENDMENT AND SECOND SUPPLEMENT TO
THE MASTER CONTINUING DISCLOSURE UNDERTAKING**

WHEREAS, a First Amendment (the "Amendment") and a Second Supplement (the "Supplement") to the Master Continuing Disclosure Undertaking (the "Undertaking") have been presented to the Board of School Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") in connection with the issuance of Western Boone Multi-School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2019 (the "Bonds"); and

WHEREAS, the Board must approve the form of the Amendment and Supplement, and the issuance of the Bonds; now, therefore,

BE IT RESOLVED, that the Board hereby approves the form of the Amendment and Supplement, and hereby authorizes any officers of the Board to execute such Amendment and Supplement.

BE IT RESOLVED, that any officers of the Board are hereby authorized and directed to execute any and all documents and certificates required in order to issue and deliver the Bonds.

Passed and Adopted this 11th day of February, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT D

RESOLUTION APPROVING AMENDED AND RESTATED POST-ISSUANCE COMPLIANCE PROCEDURES

WHEREAS, on January 11, 2106 the Board of School Trustees (the "Board") of the Western Boone County Community School Corporation (the "School Corporation") previously adopted and approved Post Issuance Compliance Procedures (the "Original Procedures"); and

WHEREAS, the Board has now been presented with Amended and Restated Post-Issuance Compliance Procedures (the "Amended Procedures") which amend and restate the Original Procedures to provide for a new compliance officer and to incorporate recent changes in law; and

WHEREAS, the Board has issued securities or has had securities issued on its behalf in the form of bonds, notes or other types of indebtedness (the "Bonds") in order to finance or refinance various projects; and

WHEREAS, by issuing the Bonds, the School Corporation is obligated to comply with various restrictions and obligations, which are described in the financing and closing documents executed in connection with the issuance of Bonds, such as trust indentures, lease agreements, bond resolutions, tax certificates, arbitrage certificates and continuing disclosure undertakings, and which may extend for 20 years or more into the future; and

WHEREAS, school corporations experience administration changes over time and it is in this School Corporation's interest to ensure the continual satisfaction of these obligations and restrictions; and

WHEREAS, such restrictions and obligations require significant documentation, record keeping and diligence; and

WHEREAS, written procedures describing the monitoring, oversight and fulfillment of these post issuance obligations are beneficial to ensure maintenance of the tax-exemption or other tax beneficial treatment on the Bonds and compliance with Securities and Exchange Commission Rules and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board accepts and ratifies the Amended Procedures, presented to the meeting, and directs that these administrative Amended Procedures be incorporated into the procedure manuals of the School Corporation administration.

BE IT FURTHER RESOLVED that the Board appoints the person who is employed as Superintendent of the School Corporation to serve as the Compliance Officer (as defined in the Amended Procedures) and directs such Compliance Officer, in consultation with counsel, as appropriate, to implement such Amended Procedures.

BE IT FURTHER RESOLVED that the Compliance Officer is also directed to review any disclosure documents, such as an Official Statement, Offering Memorandum or any other type of offering material, prepared on behalf of the School Corporation in connection with the

issuance of any Bonds issued hereafter and such Compliance Officer is authorized to consult with any staff, municipal advisor or counsel to assist with such review.

Passed and adopted this 11th day of February, 2019.

Secretary, Board of School Trustees

APPROVED:

President, Board of School Trustees

AMENDED AND RESTATED POST-ISSUANCE COMPLIANCE PROCEDURES

WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

February 11, 2019

The following Amended and Restated Post-Issuance Compliance Procedures (the "Amended Procedures") amend and restate the Post-Issuance Compliance Procedures previously adopted by the Board of Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") on January 11, 2016 (the "Original Procedures"). The Original Procedures, as amended and restated by the Amended Procedures, are referred to herein as the "Procedures." These Procedures are adopted by the School Corporation in connection with the issuance of tax advantaged Bonds (the "Bonds") by the School Corporation or by an issuer on behalf of the School Corporation (the "Issuer"). In order to maintain the tax advantaged status of the Bonds under the Internal Revenue Code of 1986, as amended, and the regulations (the "Regulations") promulgated thereunder (collectively, the "Code"), the School Corporation must comply with the provisions of the Code from the date of issuance through final payment or maturity of the Bonds. The School Corporation may have also entered into certain Undertakings, as defined herein, regarding securities laws. These post-issuance compliance responsibilities are summarized in the transcript of proceedings prepared in connection with each series of Bonds (the "Transcripts").

The purpose of these Procedures is to summarize the post-issuance responsibilities of the School Corporation in connection with the Bonds. The Superintendent ("Compliance Officer") shall be the School Corporation's representative responsible for establishing and coordinating compliance with these Procedures.

These Procedures supplement, but do not replace, any other procedures of the School Corporation. The Procedures may be supplemented or amended at any time and from time to time by the School Corporation, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, any bondholder or any other person. Noncompliance with the Procedures is permitted, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, any bondholder or any other person, if (i) compliance would impose unreasonable burdens on the School Corporation and (ii) noncompliance would not cause any Bonds to fail to satisfy all requirements of the Code.

General

1. The Compliance Officer shall be primarily responsible for monitoring compliance with the Code.
2. The Compliance Officer shall be provided with training and educational resources necessary to ensure compliance with the Code.
3. The tax and arbitrage certificates ("Tax Documents") contained in the Transcripts describe the provisions of the Code that must be followed in order to maintain the tax advantaged status of the Bonds. In addition, the Tax Documents contain the reasonable expectations of the School Corporation or Issuer at the time of issuance of the Bonds with respect to the use of the

proceeds and the assets to be financed or refinanced from the Bonds. These Procedures supplement and support the covenants made by the School Corporation or Issuer in the Tax Documents. In order to comply with the covenants in the Tax Documents, the School Corporation must track and monitor the actual use of the proceeds, the investment and expenditure of the proceeds and the use of the facilities financed with the Bonds over the life of the related Bond issue.

Issuance

1. In preparation for the issuance of any Bonds, the Compliance Officer shall review any offering materials, including an Official Statement or Offering Memorandum, prepared by the School Corporation, its financial advisor or an underwriter, to ensure that such materials do not contain an untrue statement of a material fact nor are any facts omitted from such materials, the omissions of which would make statements contained in the materials misleading.

2. Upon issuance of any Bonds, the Compliance Officer shall obtain, review and retain a copy of any tax or arbitrage certificates of the School Corporation or Issuer of the Bonds with respect to each Bond issue.

3. The Compliance Officer shall cause an Internal Revenue Service Information Return (e.g., Form 8038-G) for any Bonds (an "Information Return") to be filed with the Internal Revenue Service not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued.

Post-Issuance

1. The Compliance Officer shall monitor the yield on the investment of Bond proceeds (including compliance with any yield restrictions or temporary periods).

2. The Compliance Officer shall monitor the timely expenditure of Bond proceeds.

3. The Compliance Officer shall monitor the proper use of Bond proceeds and any facilities financed thereby.

4. The Compliance Officer shall, on or before each anniversary of the date of issuance of any Bonds, determine whether the School Corporation or the Issuer has paid from funds available pursuant to the bond indenture or bond resolution all amounts required to be rebated to the United States under Section 148(f) of the Code and Section 1.148-3 of the Regulations.

5. The Compliance Officer shall, on or before each anniversary of the date of issuance of any Bonds, determine whether the School Corporation or the Issuer has made from funds available pursuant to the bond indenture or bond resolution all yield reduction payments required to be made to the United States under Section 1.148-5(c) of the Regulations.

6. The Compliance Officer shall monitor the investment, expenditure and use of Bonds proceeds, to ensure timely identification of any violations of federal tax requirements and timely correction of any identified violations through remedial actions described in Section

1.141-12 of the regulations or other applicable regulation or through the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008 31.

7. The Compliance Officer shall monitor use of Bond proceeds, and any facilities financed or refinanced thereby, to ensure that (i) no facilities financed or refinanced by the Bonds will be sold prior to the earlier of the (a) the useful life of the facility or (B) the maturity date of the Bonds and (ii) no more than the 10% of the Bond proceeds, considered separately, or any facilities financed thereby, are:

(a) used by any nongovernmental person;

(b) leased to any nongovernmental person;

(c) used by any 501(c)(3) organization in an "unrelated trade or business" within the meaning of Section 513(a) of the Code without regard to whether such activity results in unrelated trade or business income under Section 511 of the Code;

(d) subjected to any management, service or incentive payment contract with any nongovernmental person, under which such nongovernmental person provides services involving all, any portion or any function of such facilities, unless such contract satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 97 13 (1997 1 C.B. 623), as amended from time to time;

(e) subjected to any agreement by any nongovernmental person to sponsor research, unless such agreement satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 2007 47 (2007 29 I.R.B. 108), as amended from time to time; or

(f) subjected to any other arrangement that conveys special legal entitlements for beneficial use thereof that are comparable to special legal entitlements described in subparagraph (a), (b), (c), (d) or (e) above.

8. For any Bonds for which a Continuing Disclosure Undertaking or Master Continuing Disclosure Undertaking (the "Undertaking") has been executed by the School Corporation, the Compliance Officer shall review such Undertaking and be primarily responsible for ongoing compliance with SEC Rule 15c2-12, as amended (the "SEC Rule"), if applicable, and any Undertaking to which the School Corporation is a party. The Compliance Officer agrees to obtain any needed training or professional assistance for himself or staff, in order to meet the School Corporation's responsibility under the Undertakings. (See each Undertaking for exact requirements and timing thereof.)

9. The Compliance Officer should annually calendar a time to review the Checklist attached hereto as Exhibit C to assist with compliance with obligations under any Undertakings. Responsibility for ensuring such ongoing compliance shall include, but is not limited to, reporting to proper repositories (as of the date of execution of these Procedures, the sole repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at <http://www.emma.msrb.org> ("EMMA")) the following information, where applicable:

(a) Operating data for the calendar year ending December 31, by June 30th of the next year, if required, and of the type described in the Undertaking (please check undertakings; if the School Corporation was a small issuer, under \$10,000,000 at the time of the undertaking, this information may not be required or the information may be required to be posted earlier);

(b) Unaudited financial statements for the annual period ending December 31, which is customarily prepared by or for the School Corporation as required by Indiana law for the calendar year ending December 31, by June 30th of the next calendar year (please check undertakings; information may be required to be posted earlier);

(c) the audited financial statements of the School Corporation as prepared and examined by the Indiana State Board of Accounts on a biennial basis for each period of two fiscal years, together with the opinion of such auditors and all notes thereto, typically required to be posted within 60 days of receipt by the School Corporation, but see Undertakings for timing requirements;

(d) notice of the following reportable events, if determined to be material by the Compliance Officer, within 10 days of occurrence (see Undertakings for exact list of events, but typically includes the following):

(i) non-payment related defaults;

(ii) modifications to rights of Holders;

(iii) bond calls;

(iv) release, substitution or sale of property securing repayment of the Obligations;

(v) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;

(vi) appointment of a successor or additional trustee or the change of name of a trustee; and

(vii) incurrence of a financial obligation (as defined in the SEC Rule) of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligor, any of which affect security holders.

(e) notice of the following reportable events, regardless of materiality, within 10 days of occurrence (see Undertakings for exact list of events, but typically includes the following):

(i) principal and interest payment delinquencies;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers, or their failure to perform;
- (v) defeasances;
- (vi) rating changes;
- (vii) adverse tax opinions or events affecting the status of the Obligations, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Obligations;
- (viii) tender offers;
- (ix) bankruptcy, insolvency, receivership or similar event of the obligated person; and
- (x) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligor, any of which reflect financial difficulties.

In regards to reportable event (d)(vii) above, an example of a material financial obligation could be an obligation payable from the Debt Service Fund, the Operations Fund or any other Fund of the School Corporation. In some instances, the entrance into an equipment lease may trigger a reporting obligation. As a result, the School Corporation should follow the process and procedures described on Exhibit A attached hereto in order to analyze whether a reportable event notice should be filed regarding the incurrence of a certain financial obligation.

In regards to reportable event (e)(x) above, it is important for the School Corporation to understand the legal terms contained in each of its financial obligations in order to analyze whether a reportable event has occurred. In order to monitor all obligations, each time any financial obligation is incurred, regardless of whether it is payable from the School Corporation's Debt Service Fund, Operations Fund or any other Fund of the School Corporation, the Compliance Officer shall complete and/or update a chart in a form similar to the chart attached hereto as Exhibit B.

10. If the School Corporation employs another person or entity to assist with its obligations under any Undertakings, the Compliance Officer should annually review such agreement with that party in order to determine any and all responsibilities of the School Corporation under that agreement.

11. If Qualified School Construction Bonds, Qualified Zone Academy Bonds or Build America Bonds were issued, the Compliance Officer shall monitor the use of those specific Bond proceeds to ensure that (i) the proceeds are spent on the specific purposes for which those bonds were approved and authorized pursuant to the approval of the Indiana Department of Education, if applicable, and the Tax Documents, (ii) the costs of issuance financed by from the proceeds of

each Bond does not exceed 2% of the proceeds of sale of each Bond and (iii) the Bond proceeds are expended pursuant to the required timing as indicated in the Tax Documents.

Record Retention

1. Records related to Bond-financed assets must be kept for as long as the Bonds which financed the assets are outstanding, plus three (3) years after the final redemption date of those Bonds. In the case of a refunding, records relating to the original new money issue and all records relating to the refunding issue must be maintained until three (3) years after the final redemption date of both bond issues.

The following documents shall be maintained, on paper or by electronic means (e.g., CD, disks, tapes) as indicated above:

- Tax Certificate and Arbitrage Certificate
- Information Return
- Audited Financial statements
- Bond transcripts, official statements and other offering documents
- Minutes and resolutions authorizing the issuance of the Bonds
- Certifications of the issue price of the Bonds
- Any formal elections for the Bonds (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys or feasibility studies for Bond financed property, if any
- Documents related to government grants associated with construction, renovation or purchase of Bond financed facilities, if any
- Trustee statements for the Bonds, if any
- Reports of any IRS examinations of the School Corporation, Issuer or Corporation Bonds
- Documentation of allocations of investments and investment earnings to the Bonds
- Documentation for investments of the Bond proceeds related to:
 - o Investment contracts (e.g., guaranteed investment contracts)
 - o Credit enhancement transactions (e.g., bond insurance contracts)
 - o Financial derivatives (swaps, caps, etc.)
 - o Bidding of financial products

- The following arbitrage related documents for the Bonds:
 - o Computations of Bond yield
 - o Computation of rebate and yield reduction payments
 - o Form 8038 T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate
 - o Form 8038 R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions
- Documentation of any allocations of Bond proceeds to expenditures (e.g., allocation of Bond proceeds to expenditures for the construction, renovation or purchase of facilities)
- Documentation of any allocations of Bond proceeds to issuance costs
- Copies of requisitions, draw schedules, draw requests, invoices, bills and cancelled checks related to Bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of Bond financed facilities
- Records of expenditure reimbursements incurred prior to issuing the Bonds for facilities financed with Bond proceeds
- A list or schedule of all Bond financed facilities or equipment
- Documentation that tracks the purchase and sale of Bond financed assets
- Records of trade or business activities by third parties allocated to Bond financed facilities, if any
- Copies of the following agreements when entered into with respect to Bond financed property:
 - o Management and other service agreements
 - o Research contracts
 - o Naming rights contracts
 - o Ownership documentation (e.g., deeds, mortgages)
 - o Leases
 - o Subleases
 - o Leasehold improvement contracts
 - o Joint venture arrangements
 - o Limited liability corporation arrangements
 - o Partnership arrangements
 - o Take contracts, take or pay contracts, or requirements contracts

WESTERN BOONE COUNTY COMMUNITY
SCHOOL CORPORATION

President, Board of School Trustees

Secretary, Board of School Trustees

Rob Ramey, Compliance Officer

EXHIBIT A

PROCESS AND PROCEDURES TO DETERMINE WHETHER THE INCURRENCE OF A FINANCIAL OBLIGATION SHOULD BE POSTED TO EMMA

The School Corporation's Compliance Officer will proceed through the following questions to determine if a transaction may rise to the level of a "material financial obligation" which should be posted to EMMA within ten days of incurrence.

In determining materiality of a financial obligation, the Compliance Officer shall consider whether the debt or debt-like transaction and related documents would be important to the total mix of information made available to a reasonable investor. This would include, but is not limited to, the following questions below. The Compliance Officer may consult with counsel on this determination.

If the answer is yes to any question below, the transaction could likely be deemed a "material financial obligation," the incurrence of which should be posted as a reportable event notice on EMMA. Contact your dissemination agent immediately to arrange for posting. If the answers to all of these questions are "no," consider contacting your bond counsel or dissemination agent for further discussion.

If you have any questions, or if an answer is not clear, contact your bond counsel as soon as possible to discuss.

1. Is the repayment of the obligation payable from the School Corporation's Debt Service Fund?
 - If yes, treat as a financial obligation, which must be posted within ten days of incurrence.

2. Will the transaction be entered into Gateway?
 - If yes, treat as a financial obligation which must be posted within ten days of incurrence.

3. Will a representative from the School Corporation be asked to sign an IRS Form 8038-G as part of the transaction?
 - If yes, discuss with bond counsel whether the amount, term and provisions would deem it a "material financial obligation" for which a notice must be posted within ten days of incurrence.

4. Will bond counsel or local counsel be asked to give a validity or tax opinion to the vendor as part of the transaction?

- If yes, discuss with bond counsel whether the amount, term and provisions would deem it a "material financial obligation" for which a notice must be posted within ten days of incurrence.

5. **When entering into an agreement, will the accumulation of payments over time be more than the purchase price?**

- If yes, discuss with bond counsel whether the amount, term and provisions would deem it a "material financial obligation" for which a notice must be posted within ten days of incurrence.

In determining materiality for items described in questions 3, 4 and 5 above, the School Corporation will consider the following factors in analyzing whether a particular obligation is material. Please contact Bond Counsel with any questions.

- Term of repayment
- Amount to be borrowed
- Method of interest rate calculation
- Risks or concerns regarding repayment (such as construction risk)
- Result of the failure to make a payment (repossession, acceleration, etc.)
- Amount or type which required approval/action of the School Board
- Total revenues and expenditures of the School Corporation in relationship to total fund balances
- Any other financing terms or provisions in the documentation of the obligation, especially as they may relate to other reportable events which need to be posted pursuant to SEC Rule 15c2-12, liquidity, overall credit worthiness or any potential impact to the rights of holders of existing obligations

EXHIBIT B

As described on page 5 of the School Corporation's Amended and Restated Post-Issuance Compliance Procedures, each time any financial obligation is incurred, the compliance officer shall complete and or update this Exhibit B.

Table of Contents

- I. General Obligation Bonds (including pension bonds)
- II. Lease Bonds
- III. Capital Leases
- IV. Short Term Financial Obligations, including warrants (term is less than one year)
- V. Other (including common school funds loans, etc.)

EXHIBIT C

**CONTINUING DISCLOSURE COMPLIANCE CHECKLIST
TO BE COMPLETED ANNUALLY & PLACED IN COMPLIANCE FILE**

I. CONTRACTING WITH OUTSIDE ENTITY ON COMPLIANCE

Do you have a written contract with that entity and have your reviewed it? Have you provided the financial and operating information, audit and events, as described below, to the contracting party and reviewed what they plan to post on EMMA on your behalf? _____

You do not need to complete sections II, IV & V of this checklist in detail, if you have contracted with another party to post for you. However, it is important to post Audits & Notice of Events as they occur. Forward these to your posting party immediately upon receipt.

II. OUTSTANDING BONDS & UNDERTAKING AGREEMENTS:

<u>Name of Bond</u>	<u>Year</u>	<u>CUSIP #s</u>	<u>Final Maturity or Refunded</u>	<u>Disclosure Required</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

III. SBA AUDITS

Do we receive our Financial Statement and Federal Single Audit Report from the State Board of Accounts in **even-numbered years** or **odd-numbered years**?

Have we checked our Continuing Disclosure Undertaking Agreement(s) to determine the deadline for filing audited information?

o **Filing Deadline Confirmed:** Within _____ days of receipt
OR
_____/_____/_____

- Have we marked our calendars for the date by which we expect to receive and file the audited information and have we determined who is responsible for posting on EMMA?

- o **Internal Deadline Confirmed:** ____/____/____

IV. UNAUDITED FINANCIAL INFORMATION (FORMS 9)

- Have we checked our Continuing Disclosure Undertaking Agreement(s) to determine the deadline for filing Forms 9?

- o **Filing Deadline Confirmed:** ____/____/____

- Have we marked our calendars for the date by which we will file the Forms 9 and have we determined who is responsible for posting on EMMA?

- o **Internal Deadline Confirmed:** ____/____/____

V. OPERATING DATA (CHECK UNDERTAKINGS; IF A SMALL ISSUER AT TIME OF UNDERTAKING, MAY NOT BE REQUIRED)

- Have we checked our Continuing Disclosure Undertaking Agreement(s) to determine the deadline for filing Operating Data?

- o **Filing Deadline Confirmed:** ____/____/____

- Have we marked our calendars for the date by which we will file the Operating Data and have we determined who is responsible for posting on EMMA?

- o **Internal Deadline Confirmed:** ____/____/____

- Have we drafted a written list of Operating Data categories for each outstanding issue?

- o **Operating Data Categories:**

- 1)
 - 2)
 - 3)
 - 4)
 - 5)
 - 6)
 - 7)
 - 8)
 - 9)
 - 10)

- Do we have procedures in place to obtain and update the Operating Data, if any?
 - o **Responsible party/parties for updating Operating Data:** _____
- Have we contacted any other entities on whom we may have to rely in order to obtain any Operating Data?

VI. REPORTABLE EVENTS

Ask yourself and your staff the following questions on a periodic basis, and at least quarterly (*note that under the Rule you should be reporting these events within 10 days of occurrence*):

- Are we in danger of missing a bond payment?
- Are we in danger of defaulting on any other large covenants with respect to our bonds?
- Has the IRS (or any other federal agency) contacted us about our bond issues?
- Have we approved any new documents which substantially change the rights of bond holders?
- Have any of our outstanding bonds been refunded or otherwise called for redemption?
- Have any properties which are mortgaged as part of bond issues been sold, replaced, substituted, or had any other significant changes in title?
- Has a rating agency, such as Standard & Poor's, contacted us about ongoing surveillance? Have we received any notifications from a rating agency? Do we have any reason to believe the rating on our outstanding bonds is about to change?
- Is our entity about to file bankruptcy or any other similar financial duress protection?
- Is our entity about to merge, consolidate, or change in a similar fashion?
- Has our trustee bank merged, consolidated, or changed its name in a similar fashion? Have we appointed a new and/or additional trustee?
- Are any of our outstanding bonds insured? If so, have you checked with our financial advisor or underwriter about any change in rating of the bond insurer?
- Does the School Corporation or any entity on behalf of the School Corporation, expect to incur a "material" debt (this would be any debt payable from the Debt Service Fund, Operations Fund or Education Fund, including common school fund loans, equipment loans or leases and tax warrants in addition to notes or bonds)? Please contact Bond Counsel with any questions.
- Has the School Corporation defaulted on any debt payable from any fund, including equipment loans or leases, notes or bonds, or experienced any event which could reflect that the School Corporation is having financial difficulties? Please contact Bond Counsel with any questions.

If you answered "yes" to any of these questions, consider drafting a Notice of Reportable Event to be posted onto EMMA and/or consulting with your bond counsel or financial advisor as soon as possible to discuss. The SEC requires a Notice of Reportable Event to be posted within 10 business days of the occurrence of the event.

VII. NOTICE OF FAILURE TO FILE

Have any of your audits, Forms 9 or operating data been posted on EMMA materially late? If so, have you posted a Notice of Failure to File? Discuss this with your financial advisor and bond counsel. _____

COMPLIANCE OFFICER

DATE COMPLETED

INVESTMENT OF CORPORATION FUNDS IN TRANSACTION ACCOUNTS

BP - 7025

The board of school trustees for Western Boone County Community School Corporation supports and authorizes a safe and sound investment program. Such a program is viewed as an important ingredient of sound fiscal management, the purpose of which is to secure a maximum yield of interest revenues to supplement other corporation revenues for the support of the educational program of the corporation.

The investing officer for Western Boone County Community School Corporation is the corporation Director of Business and Technology. The investing officer will manage the various funds of the school corporation. This includes the funds to which local and state tax dollars are received, as well as federal and community grant funds.

The objectives, in priority order, of the investment program are:

1. The safety of principal and funds
2. The liquidity of the portfolio sufficient to enable the corporation to meet all cash flow and other operational requirements
3. The attainment of the highest rate of return through fiscal and economic cycles, within the boundaries of statutory constraints, cash flow requirements, and the primary objects of safety and liquidity

Whenever there occurs a cash balance in any active fund which, though allocated to a specific use, is temporarily not needed, the balance will be invested temporarily to the best advantage of the corporation in such securities as are permitted by law.

Investment Guidelines

The investing officer shall approve investing available school funds in the following accounts and within the following parameters. These investments must comply with the requirements of I.C. 5-13.

A. Deposit Accounts

The treasurer may deposit funds only with the financial institutions designated by the State Board of Finance as depositories and by the local board of finance.

B. Certificate of Deposits

Investments of this type will be made based on quotes obtained from depositories designated for the corporation's geographical area.

C. Repurchase Agreements

The treasurer is permitted to enter into repurchase agreements with designated depositories. In general, the collateral securities are restricted to interest bearing obligations issued or fully insured or guaranteed by the United States.

D. Maturity

If investments must have a stated maturity of at least two (2) years and not more than five (5) years, the below Portfolio Limitations will apply

E. Portfolio Limitations

The school corporation's portfolio investment in the above accounts may not exceed twenty-five percent (25%) of the total portfolio investments. Transaction accounts are to be included in the twenty-five percent (25%) restriction.

The treasurer shall prepare a report on December 31st summarizing the financial activities that occurred during the previous month.

This policy is effective until four (4) years from the date it is adopted by the school board.

Legal Reference: I.C. 5-13-9-5.7

Date Adopted: 10/08/12

Date Adopted: 02/11/19

Western Boone Jr. Sr. High School

1205 N. State Road 75

Thorntown, Indiana 46071

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

Principal
Mr. Brent Miller

Assistant Principal
Mrs. Jane Taylor



Assistant Principal
Mr. Christopher Tucker

Assistant Principal
Mr. Jon Compton

February 1, 2019

To: Western Boone Community School Corporation Board

Rob Ramey Superintendent

From: Jane Taylor Assistant Principal/ Food Service Director

I would recommend continuing to use the Food2School Purchasing Cooperative for the 2019-2020 Bid/FRP participation commitment. The following packet of information details the agreement.

Thank-you for your consideration in this agreement.

Jane Taylor

Food2School 2019-2020 Information

Marci Franks <mfranks@warsawschools.org>

mailto:mfranks@warsawschools.org

1 Marci Franks <mfranks@warsawschools.org>

8 Phone (940) 433-5086

Board 2019-2020 F2S Interlocal Agree docx, F2S 2019-2020 Commitment pdf, Food2School Interlocal Agreement pdf, Food 2 School Flyer.pdf

Child Nutrition Colleagues,

You are receiving this email because your district is a current member or you have expressed interest in becoming a member of the Food2School Cooperative. The attached documents have been provided for your review in order to make an informed choice concerning your district participation for the 2019-2020 school year.

The Food2School Interlocal Agreement and Bid/RFP Participation Commitment documents must be kept on file and submitted to the Food2School Cooperative Coordinator for auditing purposes. This includes schools who have participated previously as well as new districts. Return a signed copy by emailing to mfranks@warsawschools.org or by fax to 574-371-5022. If faxing, please follow up with an email to be sure it was received.

- Interlocal Agreement – The deadline for returning the Food2School Interlocal Agreement signature, page five (5), for any or all Bid/RFP areas is March 1, 2019. Districts participating in any Bids or RFP for 2019-2020 MUST have a signed agreement that has been approved by your local school Board.
- Bid/RFP Participation Commitment – The deadline for returning the Food2School Bid/RFP Participation Commitment form is March 1, 2019. This form outlines the Bids/RFP opportunities for members of the Food2School Cooperative for the 2019-2020 school year. New for the 2019-2020 school year will be the opportunity to participate in Bakery and/or Dairy bids.
- Board Cover Letter Template – A template for submission of the Food2School Interlocal Agreement to your local Board has been provided for your convenience.
- Food2School Information Flyer – A one-page summary of the Food2School Cooperative

The Food2School committee is working on a calendar of future meetings and event dates which will be provided the first week of February. Please don't hesitate to reach out if you have any questions or need further clarification. My office number is [574-371-5086](tel:574-371-5086) ext. #5.

Respectfully,

Marci Franks

Marci Franks, Director
Warsaw Community Schools
Food2School Coordinator



BOARD OF SCHOOL TRUSTEES

TITLE: Agreement to Participate in Interlocal Agreement

BACKGROUND: A signed Interlocal Agreement is required for School Food Authorities (SFA's) to participate as a member in the Food2School Purchasing Cooperative.

- The goal of the Food2School Purchasing Cooperative is to obtain substantial savings by leveraging buying power on cafeteria food, supplies and services.
- The Food2School Purchasing Cooperative currently consists of fifty-five Indiana districts with 226 school buildings providing meals for approximately 138,000 students.
- Combined projected sales volume for the 2018-2019 RFP for Prime Vendor of Food and Supplies is \$21,000,000. New bid opportunities include Bakery and Dairy.
- The Food2School Interlocal Agreement now provides districts membership in the Food2School Cooperative which does not expire but may be terminated.
- Each member district may choose which bids to participate in on an annual basis.
- Warsaw Community Schools serves as the Lead District for the Food2School Purchasing Cooperative.
-

RECOMMENDATION/FUTURE DIRECTION: Approve participation in the Food2School Interlocal Agreement.

Submitted by:

Jane Taylor, Director of Food & Nutrition Services

Food2School Cooperative
2019-2020 Bid/RFP Participation Commitment

The Western Boone County Community School Corp. agree to participate in the selected
(District name)
Food2School Cooperative Bids/RFP selected below for the period of July 1, 2019 through June 30, 2020.

The deadline for returning the Food2School Bid/RFP Participation Commitment is March 1, 2019.
Return a signed copy by emailing to mfranks@warsawschools.org or by fax to 574-371-5022. If faxing, please follow up with an email to be sure it was received.

The following list of bids are formal and sealed RFP's procured by the Food2School Cooperative on behalf of all participating members. Each participating member is required to indicate which bids will be used in the contract year of this agreement. This information is used by the Food2School Cooperative in each "Scope of Bid".

Placing an "X" next to any or all bids will be considered a commitment to purchase off of that selected bid.

X RFP for Group Buying Organization and/or Distributor for Prime Vendor Contract
(HPS was chosen for the 2018-2019 school year)

X Milk/Dairy (New for the 2019-2020 school year)

X Bakery (New for the 2019-2020 school year)

For Food2School Use Only

Food2School Authorized Signature

Food2School Contact

Date

Food2School Purchasing Cooperative

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into this 1st day of March, 2019 by and between the Indiana School Corporations identified in the attached Exhibit A.

WHEREAS, the Parties are required to procure certain purchases by a formal advertisement and bid (RFP) process and incur certain expenses;

WHEREAS, the Parties have determined it would be financially and administratively advantageous to cooperatively procure certain food, supplies, materials, equipment and related services; and,

WHEREAS, Indiana Code §5-22-4-7 authorizes the Parties to form a cooperative purchasing organization under Indiana Code §36-1-7-3;

NOW, THEREFORE, in consideration of these premises, and the mutual promises and commitments contained herein, the Parties hereby agree as follows:

1. **Agreement:** By this Interlocal Agreement, the Parties hereby jointly form a cooperative purchasing organization pursuant to I.C. §5-22-4-7 and I.C. §36-1-7-3, and the organization shall be known as the Food2School Purchasing Cooperative.
2. **Duration:** This Agreement shall become effective once it is fully executed being signed and approved by the authorized representatives of each of the participating Parties. The Agreement shall remain in force until terminated according to the terms herein.
3. **Purpose:** The Food2School Purchasing Cooperative is jointly formed to create cost and administrative savings for the Parties in their procurement and purchase of certain food, supplies, materials, equipment and related services.
4. **Approval and Signature:** No School Corporation will be deemed a party to this Agreement until its governing body approves and signs this Agreement. The Superintendent of each participating School Corporation shall designate a Food Service (FS) representative to the Food2School Purchasing Cooperative.
5. **Administration:** Pursuant to §36-1-7-3 (a) (5), Warsaw Community Schools will serve as the Lead District with the authority to administer procurement activities on behalf of the Parties and shall at all times purchase food, supplies, materials, equipment, and related services in accordance with applicable Indiana and Federal statutes governing such public purchasing. The Lead District has the right to contract with an outside vendor for consulting and/or procurement services. Any fees for these services will be paid from the vendor fees as noted in item 9 - Funding & Fees.
6. **Representatives:** The FS representatives from each School Corporation may be called upon to meet from time to time, and the representative of the Lead District will chair the meetings. The FS representatives may adopt rules to govern the operation of the Cooperative, but any decision of the FS representatives requires the affirmative majority vote of the representatives casting a vote unless otherwise provided herein. FS

Representatives may participate in meetings in person, by phone, or any other electronic means permitted by the Advisory Committee.

7. **Advisory Committee:** There shall be established an Advisory Committee consisting of five FS representatives chosen by and from the member FS representatives. The Advisory Committee shall meet from time to time between meetings of the FS representatives and shall assist the Lead District representative; it shall also monitor compliance with this Agreement and its purpose, evaluate and make award recommendations and, from time to time, make recommendations to the FS representatives regarding rules, membership, and such other matters as may be deemed appropriate. Members of the Advisory Committee shall hold office for a period of three (3) years. In the case of a vacancy on the Advisory Committee, the remaining members of the Advisory Committee may, by majority vote, select a member of the FS representatives to complete the unexpired term. In selecting the Advisory Committee, the FS representatives shall endeavor to seek diverse representation with respect to the interests of its member School Corporations, including, but not limited to, geographical location, anticipated quantity of purchases, and other factors as may be deemed appropriate.
8. **Termination:** Each Party shall have the right to withdraw from the Interlocal Agreement with or without cause by providing thirty (30) days written notice. It is not anticipated that the organization to be formed will acquire any property, therefore, no method is stated regarding the disposal of any property upon partial or complete termination. The Interlocal Agreement may be terminated at any time upon the recommendation of the representative of the Lead District and the approval of the Advisory Committee.
9. **Funding and Fees:** There will be no fees charged to Parties to participate in the Interlocal Agreement. All vendor discounts, credits and rebates are returned directly from vendors to the participating SFA's. Business models of prospective vendors vary and may require the collection of membership or administrative fees by the vendor awarded a contract. Funds for administrative costs, training events, meetings, product selection events, contracted services costs, legal fees, and other expenses associated with this Agreement will be generated from the vendor fees negotiated as a percentage of purchases with contracted vendors.
10. **Responsibilities of Food2School Child Nutrition Cooperative Lead District:**
 - a. Provide for organizational and administrative structure in the procurement of food, supplies, materials, equipment and related services; and, at no cost to Parties.
 - b. Provide Lead District designee contact information to all Parties.
 - c. Provide staff time necessary for efficient operation of organization.
 - d. Conduct procurement that meets or exceeds all State and Federal procurement guidelines, regulations and laws.
 - e. Initiate and coordinate the procurement activities and meetings required for competitive bidding and vendor award process.
 - f. Evaluation and award recommendation of all procurement conducted on behalf of the Parties.
 - g. Provide bid award recommendations to all Parties for approval by their local school Board of Education once approved by Lead District Board of Education.
 - h. Share all necessary communication and documentation relating to procurement with Parties.

11. Responsibilities of Participating School Corporations:

- a. Commit to participate in the organization by authorization of the governing body and execution by an approved designee on the appropriate signature line of this agreement. Email, fax or mail to the Lead District designee by the due date.
- b. Agree to designate a Primary Food Service contact to represent Party.
- c. Agree to cooperate with any reasonable request for information for procurement purposes.
- d. Select and agree to the bid(s) Party anticipates using during the specified school year(s) when provided. The selection of bids to participate in is seen as a commitment to purchase and will be used in the scope of bid for each appropriate bid.
- e. Purchase products and services from each vendor awarded contract that Party has agreed to.
- f. Provide procurement input and recommendations to Lead District designee.
- g. Provide bid award recommendations to governing body for approval. The contract awards to vendors are held independently between each Party and awarded vendor and must be approved by the Party governing body.
- h. Maintain records and exercise due diligence to assure that procurement is conducted in accordance with local, state and Federal law.
- i. Work directly with vendors for delivery, ordering, billing and any direct conflicts as a result of vendor performance. Each Party is responsible for monitoring vendor performance compliance with all contract provisions as it pertains to them.

12. New Members: An Indiana school corporation may become a party to this Agreement by resolution of its governing body agreeing to abide by the terms of this Agreement and upon the approval of the Advisory Committee. Any transitional issues shall be handled as agreed by the entering School Corporation and the Advisory Committee.

13. Governing Law; Amendments: This Agreement will be interpreted and enforced in accordance with the laws of Indiana. The Agreement constitutes the entire agreement among the parties and supersedes any prior agreement and understandings of any kind. This Agreement may only be amended by a written document signed by the governing bodies of the participating School Corporation.

14. Counterparts: This Agreement may be signed in multiple original counterparts and the Lead District shall maintain a signed original of such counterparts. Copies of the signature pages of each original signed Agreement will be provided to any School Corporation upon request. The persons signing the Agreement represent that the Agreement has been approved by the School Corporation's governing body and they have the authority to sign the Agreement on behalf of that School Corporation.

IN WITNESS WHEREOF, the school corporations identified in Exhibit A and whose names appear on the following signature pages have entered into this Agreement as of the date first set forth above.
(See Attached Exhibit A and Individual Signature Pages)

Exhibit A
Food2School Child Nutrition Cooperative

Adams Central Community Schools
Bethany Christian Schols
Bishop Dwenger High School
Bluffton-Harrison, MSD
Bremen Public Schools
Brownsburg Community Schools
Central Lutheran
Concord Community Schools
Concordia Lutheran Grade
DeKalb Co. Central Schools
Diocese of FWSB Bishop Luers HS
East Allen County Schools
East Noble Schools
Eastbrook Community Schools
Fairfield Community Schools
Frankton-Lapel Com Schools
Garrett-Keyser-Butler Schools
Goshen Community Schools
Holy Cross Lutheran
Holy Family School
Huntington Co. Community Schools
LCMS (Emmanuel-St Michael)
Jay School Corporation
Knox Community School Corporation
Maconaquah Schools
Madison Grant Schools
Manchester Community Schools
Roman Catholic Diocese of Ft W/So B
Marion Community Schools

Middlebury Community Schools
Mississinewa School Corporation
MSD of Wabash County
North Adams School Corporation
Northern Wells Schools
Northwest Allen County Schools
Oak-Hill United School Corporation
Peru Community Schools
Southern Wells Community Schools
Southwest Allen County MSD
St Joseph Catholic School Brooklyn
St Joseph High School
St Paul 's Lutheran
St Vincent De Paul Catholic
Taylor Community Schools
Tri-Central Community School
Triton School Corporation
Union-North United School
Corporation
Wabash City Schools & St. Bernard
Satellite
Wa-Nee Community Schools
Warsaw Community Schools
Wawasec Community Schools
West Noble School Corporation
Western Boone School Corp
Whitko Community Schools
Whitley County Consolidated Schools

INTERLOCAL COOPERATION AGREEMENT

We agree to participate in the Food2School Purchasing Cooperative for the procurement of food, supplies, materials, equipment and/or related services pertaining to the food service operation. A separate Bid Participation Agreement will be sent annually to each Party to designate the specific bids to participate in and may be signed by the Authorized Food Service representative of each Party.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

Participating School Corporation

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

.....

Food Service Contact Name

Food Service Contact Phone

Food Service Contact Email Address

Mailing Address, City, State, Zip Code

Email signed copy of this agreement to mfranks@warsawschools.org by March 1, 2019.



How it Works

The **Food2School Cooperative** is a group of school child nutrition professionals formed together to procure competitive sealed proposals to best help district school nutrition programs with their fiscal budgetary needs.

Participation in **Food2School** benefits districts by reducing the administrative workload which allows for more efficient use of time, allowing more time to focus on providing appealing, nutritious meals for students.

Join Us

Power in Numbers

Join the **Food2School Cooperative** and become a part of a powerful negotiating team.

Currently

- 55 Districts, 226 schools
- 137,721 students
- Buying power of an estimated \$20,000,000

Membership Fee & Deadline

There is No Fee to Join!
Applications must be
Board Approved by March 31, 2019

The purpose of the Food2School Cooperative is to obtain substantial savings by leveraging buying power.

**Please contact Marci Franks for more information:
mfranks@warsawschools.org**

Western Boone Jr. Sr. High School

1205 N. State Road 75

Thorntown, Indiana 46071

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

Principal
Mr. Brent Miller

Assistant Principal
Mrs. Jane Taylor

Assistant Principal
Mr. Christopher Tucker

Assistant Principal
Mr. Jon Compton



February 1, 2019

To: Western Boone Community School Corporation Board

Rob Ramey Superintendent

From: Jane Taylor Assistant Principal/ Food Service Director

I would recommend changes for support staff benefits for the 2019-2020 school year. The changes will include full and part time staff dealing with attendance incentive and tax-deferred retirement savings 403b plan.

Thank-you for your consideration in these items.

Jane Taylor

A handwritten signature in blue ink, appearing to be the name 'Jane Taylor'.

WESTERN BOONE COMMUNITY SCHOOL CORPORATION

SUPPORT STAFF BENEFITS – SCHEDULE THREE (FOOD SERVICE)

JOB CLASSIFICATIONS: Full-time, school year (180 day) employee

Head Cook, Full Time Cook (less than 30 hours/week)

PERSONAL LEAVE (following successful completion of Probationary Period, 90 Days)

Five (5) days of paid personal leave are granted to each employee per year. These days are used at the employee's discretion. All unused accumulated days cannot be used without first using the 5 days and may only be used for medically approved absence. A medical document from a doctor must be given before accumulated days are granted by the superintendent.

RETIREMENT: For all personal employed as of December 31, 2012:

Employees with 1 to 14 years of service will receive a payout equal to 80% of their current pay rate for accumulated unused days as of December 31, 2012 up to a maximum ninety (90) days based on having ten or more years of continuous service. Employees with 15 or more years of service will receive a payout of 100% of their current pay rate for accumulated unused days as of December 31, 2012 up to a maximum of ninety (90) days. This benefit will be frozen effective December 31, 2012 and will be available upon retirement or death.

Upon retirement on and after January 1, 2013, an employee will receive a payout of fifty dollars (\$50.00) per day of unused personal leave for up to 60 days (if employee did not reach 60 days from the above retirement benefit) of unused personal leave accumulated after December 31, 2012. Personal leave used on or after January 1, 2013 shall first be deducted from the five days accumulated for the current year and thereafter shall be deducted from the days accumulated on or before December 31, 2012.

Upon retirement, employees with 10 or more continuous years of service will receive \$100 per year of service accrued on or before December 31, 2012.

RETIREMENT: For all personal employed after December 31, 2012:

Retirement for the purposes of this provision means voluntary termination of employment

- 1) On or after attaining age 55 years with ten continuous years of service 10, or
- 2) Twenty years of continuous service

Upon retirement, an employee will receive a payout of fifty (\$50.00) per day of accumulated unused personal leave for up to 60 days.

BEREAVEMENT LEAVE (following successful completion of Probationary Period, 90 Days)

Five (5) days of bereavement pay, falling within a seven-day calendar period beginning with the day of the death or the day following such death, are given to an employee grieving the loss of the following family members: spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, or any other member of the family unit living in the same household no matter what the degree of relationship. In case of the death of other family members and/or close friends, bereavement leave of one (1) day is allowed, up to a maximum of two (2) days per year.

ATTENDANCE INCENTIVE

Bonus pay in the amount of 400.00 is given to employees who have used no personal, sick or unpaid days within their year of employment. The attendance bonus is earned at the rate of \$50.00 per school quarter. If the cafeteria worker has perfect attendance during the entire school year, an additional \$200.00 is earned.

HEALTH INSURANCE (Employee must work 30 hours per week to qualify for health insurance benefits)

The school corporation pays the following amounts for each employee who enrolls in the school corporation's group medical insurance plan: \$6,852 for single coverage, \$10,550 for family coverage. Since the amount the school corporation pays may be less than the entire premium cost, employees enrolled in the health insurance plan must pay the difference.

LONG-TERM DISABILITY and ACCIDENTAL DEATH and DISMEMBERMENT INSURANCE

(Employee must work 30 hours per week to qualify)

Long-term disability and accidental death and dismemberment insurance are provided at a cost of \$1.00 to the employee.

LIFE INSURANCE: (Employee must work 30 hours per week to qualify)

Life insurance coverage in the amount of \$50,000 is provided at a cost of \$1.00 to the employee.

TAX-DEFERRED RETIREMENT SAVINGS 403(b) PLAN

After one year of service, employees are eligible for a tax-deferred annuity (established in lieu of a pension plan), whereby 3% of the employee's base-pay is contributed by the school corporation to a 403(b) savings account specifically for that employee. With a minimum personal contribution of \$50.00, the school corporation will contribute an additional amount to each employee's 403(b) savings account as follows: \$200.00 for 1-5 years service, \$400.00 for 6-10 years service, and \$600.00 for 11+ years service. Employees are eligible to make additional contributions up to the maximum legal limit. Special rules regarding the use of these savings accounts are available upon request.

JOB CLASSIFICATIONS: Part Time, school year (180 day) employee

Part Time personnel (less than 20 hours/week)

ATTENDANCE INCENTIVE

Bonus pay in the amount of \$400.00 is given to employees who have not missed any assigned days during their year of employment. The attendance bonus is earned at the rate of \$50.00 per school quarter. If the cafeteria worker has perfect attendance during the entire school year, an additional \$200.00 is earned.

TAX-DEFERRED RETIREMENT SAVINGS 403(b) PLAN

After one year of service, employees are eligible for a tax-deferred annuity (established in lieu of a pension plan), whereby 3% of the employee's base-pay is contributed by the school corporation to a 403(b) savings account specifically for that employee. With a minimum personal contribution of \$50.00, the school corporation will contribute an additional amount to each employee's 403(b) savings account as follows: \$200.00 for 1-5 years service, \$400.00 for 6-10 years service, and \$600.00 for 11+ years service. Employees are eligible to make additional contributions up to the maximum legal limit. Special rules regarding the use of these savings accounts are available

1/10/2019

WESTERN BOONE COMMUNITY SCHOOL CORPORATION
2019-2020 School Calendar

Adopted 3/12/18
 Revised 4/18/18
 Revised 2/11/19

Monday	Tuesday	Wednesday	Thursday	Friday	Explanatory Notes
AUGUST 2019					
5	6-T	7-S	8	9	T=Teacher 1st Day/Orientation S=Student 1st Day
12	13	14	15	16	MT=Mid Terms Go Out (18 days)
19	20	21	22	23	
26	27	28	29	30-MT	
SEPTEMBER 2019					
2-LD	3	4	5	6	LD=Labor Day (NO SCHOOL)
9	10	11	12	13	EL=eLearning Day
16	17	18	19	20	
23	24	25 - EL	26	27	
30					
OCTOBER 2019					
	1	2	3	4-E	E=End of 9 weeks (42 days)
7	8	9	10	11	FB=Fall Break (NO SCHOOL)
14	15	16	17	18	
21-FB	22-FB	23-FB	24-FB	25-FB	
28	29	30	31		
NOVEMBER 2019					
				1	MT=Mid Terms Go Out (20 days)
4	5	6	7	8-MT	TB=Thanksgiving Break (NO SCHOOL)
11	12	13	14	15	EL=eLearning Day
18	19	20	21	22	
25	26	27 - EL	28-TB	29-TB	
DECEMBER 2019					
2	3	4	5	6	E=End of 2nd 9 weeks (48 days)
9	10	11	12	13	SM=End of 1st Semester (90 days)
16	17	18	19	20-E, SM	CB=Christmas Break (NO SCHOOL)
23-CB	24-CB	25-CB	26-CB	27-CB	
30-CB	31-CB				
JANUARY 2020					
		1-CB	2-CB	3-CB	T=Teachers Record Day
6-T	7-S	8	9	10	S=Students Return
13	14	15	16	17	MLK=Martin Luther King Day (No School)
20-MLK, SMD	21	22	23	24	SMD=Snow Make-Up Day*
27	28	29 - EL	30	31-MT	MT=Mid Terms Go Out (18 days)
					EL=eLearning Day
FEBRUARY 2020					
					WB=Winter Break (No School)
3	4	5	6	7	SMD=Snow Make-Up Day*
10	11	12	13	14	
17-WB, SMD	18-WB, SMD	19	20	21	
24	25	26	27	28	
MARCH 2020					
2	3	4	5	6-E	E=End of 3rd 9 weeks (41 days)
9	10	11	12	13	SB=Spring Break (NO SCHOOL)
16	17	18	19	20	
23-SB	24-SB	25-SB	26-SB	27-SB	
30	31				
APRIL 2020					
		1	2	3	MT=Mid Terms Go Out (20 days)
6	7	8	9	10-MT	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		
MAY 2020					
				1	MD=Memorial Day
4	5	6	7	8	E=End of 4th 9 weeks (49 days)
11	12	13	14	15	SM=End of 2nd Semester (90 days)
18	19	20	21-E, SM	22-T*	T=Teacher Record Day -1/2 day *move to end of SMD if needed
25-MD	26-SMD	27-SMD	28-SMD	29-SMD	SMD=Snow Make-Up Day*

*EL=Upon IDOE approval, eLearning Days scheduled on the calendar will be used for staff professional development. Students will not physically attend school those days. WBCCSC will also use eLearning Days in lieu of snow make up days for the 2019-2020 school year.

*Consecutive eLearning days will be limited to three days.
 The fourth consecutive missed day will require a snow make-up day.

**WESTERN BOONE COMMUNITY SCHOOL CORPORATION
2020-2021 School Calendar**

Monday	Tuesday	Wednesday	Thursday	Friday	Explanatory Notes
AUGUST 2020					
3	4	5-T	6-S	7	T=Teacher 1st day
10	11	12	13	14	S=Student 1st day
17	18	19	20	21	
24	25	26	27	28	
30					
SEPTEMBER 2020					
	1	2	3	4	MT=Mid Term (22 Days)
7-LD	8	9	10	11	LD=Labor Day (NO SCHOOL)
14	15	16	17	18	EL=eLearning Day for Professional Development
21	22	23	24	25	
28	29	30-EL			
OCTOBER 2020					
			1	2 E	E=End of 1st 9 Weeks (46 Days)
5	6	7	8	9	FB=Fall Break (NO SCHOOL)
12	13	14	15	16	
19-FB	20-FB	21-FB	22-FB	23-FB	
26	27	28	29	30	
NOVEMBER 2020					
2	3	4	5	6	MT=Mid Term (20 Days)
9	10	11	12	13-MT	EL=eLearning Day for Professional Development
16	17	18	19	20	TB=Thanksgiving Break (NO SCHOOL)
23	24	25-EL	26-TB	27-TB	
30					
DECEMBER 2020					
	1	2	3	4	E=End of 2nd 9 Weeks (42 Days)
7	8	9	10	11	SM=End of 1st Semester (88 Days)
14	15	16	17-E,SM	18-T	T=Teacher Record Day
21-CB	22-CB	23-CB	24-CB	25-CB	CB=Christmas Break
28-CB	29-CB	30-CB	31-CB		
JANUARY 2021					
4-S,T	5	6	7	1-CB	S=Students Return
11	12	13	14	8	T=Teachers Return
18-MLK,SMD	19	20	21	15	MLK=Martin Luther King Day (No School)
25	26	27-EL	28	22	SMD=Snow Make-Up Day*
				29	EL=eLearning Day for Professional Development
FEBRUARY 2021					
1	2	3	4	5-MT	MT=Mid Term (24 Days)
8	9	10	11	12	WB=Winter Break (NO SCHOOL)
15	16	17	18	19	SMD=Snow Make-Up Day*
22-WB,SMD	23-WB,SMD	24	25	26	
MARCH 2021					
1	2	3	4	5-E	E=End of 3rd 9 Weeks (42 Days)
8	9	10	11	12	SB=Spring Break (NO SCHOOL)
15	16	17	18	19	
22	23	24	25	26	
29-SB	30-SB	31-SB			
APRIL 2021					
			1-SB	2-SB	MT = Mid Term (20 Days)
5	6	7	8	9-MT	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	
MAY 2021					
3	4	5	6	7	MD=Memorial Day
10	11	12	13	14	E=End of 4 9 Weeks (42 Days)
17	18	19	20	21-E,SM	SM=End of 2nd Semester (92 Days)
24-T*	25-SMD	26-SMD	27-SMD	28-SMD	T=Teacher Record Day -1/2 day *move to end of SMD if needed
31-MD					SMD=Snow Make-Up Day*

*EL=Upon IDOE approval, eLearning Days scheduled on the calendar will be used for staff professional development. Students will not physically attend school those days. WBOCCSC will also use eLearning Days in lieu of snow make up days for the 2020-2021 school year

EDUCATION & OPERATION FUND COMPARISON REPORT

As of January 31, 2019, the Education Fund cash balance was \$2,722,347. The Education Fund expenditures for January 2019 were \$945,815. As of the end of January 2019, a total of 10% of the 2019 appropriation was expended.

As of January 31, 2019, the Operation Fund cash balance was \$760,049. The Operation Fund expenditures for January 2019 were \$600,640. As of the end of January 2019, a total of 10% of the 2019 appropriation was expended.

As a reminder, the General, Capital Projects, School Bus Operating, and Transportation School Bus Replacement Funds have now been replaced with the Education and Operation Funds.

FYI: The January 2019 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site