

BOARD MINUTES
BOARD MEETING
ADMINISTRATION OFFICE

April 12, 2021
7:00 P.M.

Call to Order: Phil Foster, Brian Gott, Dennis Reagan, Adam Shepherd, Melissa Smith, and Shane Steimel.
Greg Hole - absent
Pledge of Allegiance
Prayer

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the March 8, 2021, School Board Meeting.

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

- **SPECIAL PRESENTATIONS/RECOGNITIONS**

- Superintendent Rob Ramey recognized Mary Ann Lowery on her retirement from Western Boone County Community School Corporation after 32 years of service. We thank Mary Ann and wish her the best in her retirement.

- **REPORTS**

- Athletic Director Jeremy Dexter provided an athletic update related to the number of games cancelled or rescheduled due to COVID-19. On behalf of the school board, the efforts of the athletic department are greatly appreciated.

ACTION ITEMS

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

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.
- **Granville Wells**
 - Jacelyn Ranney – Employment – Lifeskills Instructional Assistant effective March 15, 2021
ECA
Stefanie Ross – Wellness Coordinator
- **Thorntown**
 - ECA
Ruby Grinstead – Wellness Co-Coordinator
Kelsey Haney – Wellness Co-Coordinator
- **Western Boone**
 - Mike Vanderpool – Employment – Part-Time Grounds effective March 15, 2021
 - Ryan Meyer – Employment – Custodial Supervisor effective April 1, 2021
 - Alexandra Miles – Resignation – Custodial effective April 2, 2021
 - Charles Jenkins III – Resignation – Custodial effective April 5, 2021
 - Allison Voiles – Resignation – Instructional Assistant effective May 27, 2021
 - Meghan Farris – Resignation – Choir Director effective end of 2020-2021 school year
 - Haley Kibby – Resignation - 10th Grade English Teacher end of 2020-2021 school year
 - Sarah Scott – Summer English Session 1 (June 2, 2021, to June 16, 2021)
 - Krista Marconett – Summer English Session 2 (July 26, 2021, to August 6, 2021)
 - Leslie Baker – Summer Marching Band
 - Travis Terhaar – Summer Supervised Agricultural Experience (SAE)
 - Allison Voils – Employment – Special Education Teacher effective 2021-2022 school year
ECA
Katie Swisher – Wellness Coordinator

- **Corporation**
 - Emily Anderson – Updated Employment Agreement – Physical Therapist
- **Western Boone Transportation**
 - Stephanie Latham – Resignation – Bus Driver effective March 8, 2021
 - Jeff Stout – Change in Position – Substitute Bus Driver to Full-Time effective March 22, 2021

Motion: Brian Gott, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **BUSINESS**

- **Uniform Conflict of Interest Disclosure Statement**
 - Superintendent Ramey recommended the Board to approve the Conflict of Interest Disclosure with Adam Shepherd and MacAllister Rentals.

Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 6-0. Adam Shepherd abstained.

- **Moake Park Group Invoice from Rainy Day Fund**
 - Superintendent Ramey recommended the Board approve the payment of \$16,766.00 to Moake Park Group utilizing the Rainy Day Fund. Upon the issuance of a bond for the Thorntown Elementary School Addition/Renovation Project, the Rainy Day Fund will be reimbursed.

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

- **Approval of Construction Management Contract**
 - Superintendent Ramey recommended the Board approve the agreement with Tecton Construction Management, Inc. for the renovation/addition project at Thorntown Elementary School.

Motion: Brian Gott, Second: Adam Shepherd, (Discussion), Vote: 6-0. Dennis Reagan abstained.

- **Social Studies Curriculum K-6**
 - Curriculum Director, Tricia Reed, recommended the Board approve the Elementary Social Studies Curriculum for period July 1, 2021 through June 30, 2027.

Motion: Adam Shepherd, Second: Phil Foster, (Discussion), Vote: 6-0

- **Social Studies Curriculum Grades 7-12**
 - Curriculum Director, Tricia Reed, recommended the Board approve the Secondary Social Studies Curriculum for period July 1, 2021 through June 30, 2027.

Motion: Melissa Smith, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **Summer School Technology Fee**
 - Curriculum Director, Tricia Reed, recommended the Board approve the \$25.00 Technology Fee be assessed to each student enrolled in summer school who will use a school-issued laptop.

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

- **Wellness Coordinator Position**

- Superintendent Ramey recommended the Board approve Wellness Coordinator positions at all three schools for the remainder of the 2020-2021 school year and the entire 2021-2022 school year. Each of the three positions will receive a stipend of \$1,000.00 utilizing funds from a recent grant through the Community Foundation of Boone Country.

Motion: Adam Shepherd, Second: Phil Foster, (Discussion), Vote: 6-0

- **Handbook Revisions and Changes for 2021-2022**

- Principal, Brent Miller, recommended the Board approve the revisions to the High School student handbook as submitted.

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

- **Handbook Revisions Athletic Handbook**

- Athletic Director, Jeremy Dexter, recommended the Board approve the revisions to the Athletic handbook for the 2021-2022 school year.

Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **Summer Athletics Calendar and Youth Summer Camps**

- Athletic Director, Jeremy Dexter, recommended the Board approve the following:
 - 2021 Summer Athletics Master Calendar
 - 2021 Youth Summer Camp Dates, Calendar and Flyers

Motion: Dennis Reagan, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **Junior High Girls and Boys Golf Team Recommendations**

- Athletic Director, Jeremy Dexter, recommended the Board approve recommendations to create a Junior High Girls Golf team within the Athletic Department and allow it to compete in the Fall athletic season. This will create a Junior High Boys Golf team that will continue to compete in the Spring athletic season.

Motion: Adam Shepherd, Second: Dennis Reagan, (Discussion), Vote: 6-0

- **Non-Resident Students**

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Ryder Yancey – Granville Wells, Kindergarten, 2020-2021 school year.
 - Beckett Yancey – Granville Wells, 1st Grade, 2020-2021
 - Layton Yancey – Western Boone, 7th Grade, 2020-2021 school year.
 - Cali Ward – Granville Wells, PreK, 2021-2022 school year.
 - Liam Gardner – Granville Wells, Kindergarten, 2021-2022 school year.
 - Everly Telljohann – Granville Wells, Kindergarten, 2021-2022 school year.
 - Kolten Conner – Granville Wells, 5th Grade, 2021-2022 school year.
 - Ezekiel Burkett – Thorntown, PreK, 2021-2022 school year.
 - Brodie Musgrave – Thorntown, Kindergarten, 2021-2022 school year.
 - Kale Conner – Western Boone, 9th Grade, 2021-2022 school year .

Motion: Dennis Reagan, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **Donations**

- Superintendent Ramey recommended the Board approve the following donations:
 - Western Boone High School Athletics received \$100.00 from an Anonymous donor.
 - Western Boone High School Golf received \$150.00 from Steel Dynamics.
 - Western Boone Athletics received \$12,375.00 in total donations for the Football Rings.

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

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of March 8, 2021, through April 12, 2021, as submitted.

Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 6-0

- **MONTHLY FINANCIAL REPORTS**

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

- **OTHER**

- **Western Boone Athletics**

- Megan Alexander – Resignation – Girls Head Basketball Coach effective end of 2020-2021 school year

- **Thorntown Elementary**

- Amy Corwin – Resignation – Special Education Teacher effective end of 2020-2021 school year

- **BUSINESS**

- **Service Agreement**

- Superintendent Ramey recommended the Board approve the Service Agreement with Stratus to perform cleaning services.

Motion: Adam Shepherd, Second: Phil Foster, (Discussion), Vote: 6-0

- **ANNOUNCEMENTS**

- Western Boone High School Prom will be held on May 1, 2021 at the Golf Club of Indiana. Due to COVID-19 restrictions, we will be limited to 150 guests. Tickets will go on sale beginning Tuesday, April 13.
- Western Boone High School Graduation will be held in the high school gymnasium with each graduate receiving 6 tickets. This is subject to change based on the recommendations of the health department.
- Western Boone High School Senior Awards will be held virtually again this year due to COVID-19 restrictions.

- **ADJOURNMENT**

Motion: Adam Shepherd, Second: Brian Gott, (Discussion), Vote: 6-0

SPORT/TEAM	# OF GAMES SCHEDULED	# OF GAMES CANCELLED COVID	# OF GAMES ADDED	# OF GAMES ACTUALLY PLAYED	% OF GAMES PLAYED	NOTES:
FALL						
VARSITY FOOTBALL	15	0	0	15	100%	
JV FOOTBALL	9	0	0	9	100%	
VARSITY VOLLEYBALL	31	4	0	27	87%	RITTER SINGLE GAME VS TOURNAMENT (2), LCC (1), GC (1)
VARSITY BOYS SOCCER	15	1	0	14	93%	UNIVERSITY INTRAMURAL (1)
VARSITY GIRLS SOCCER	19	1	0	12	92%	UNIVERSITY INTRAMURAL (1)
VARSITY CO-ED CROSS COUNTRY	13	0	0	13	100%	
VARSITY BOYS TENNIS	18	0	0	18	100%	
VARSITY GIRLS GOLF	17	0	0	17	100%	
TOTALS	131	6	0	125	95%	
WINTER						
VARSITY GIRLS BASKETBALL	22	3	3	22	100%	NIEHAUS CLASSIC (2) replaced with TIPTON TOURNAMENT (2), MONROVIA (1) ...added ATTICA (1)
VARSITY BOYS BASKETBALL	22	6	3	19	86%	SCC (2), CASCADE (3), SHERIDAN (1), SPEEDWAY (3), ZVILLE (1) ...added EMINENCE (1), TAYLOR (1), GREENFIELD-CENTRAL (1)
VARSITY WRESTLING	18	5	3	16	89%	CVILLE (1), SSECINA (1), CP INVITE (3) SPARTAN CLASSIC (1), CP (1) ...added EASTERN HS (1) and COLUMBUS NORTH SWAY (2)
VARSITY GIRLS & BOYS SWIM/DIVE	16	3	0	13	81%	ATTICA (1), ATHENIAN INVITATIONAL (1), CLINTON CENTRAL (1)
TOTALS	78	17	9	70	90%	
FALL & WINTER TOTALS	209	23	9	195	94%	

WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 5th day of April, between Western Boone County Community School Corporation (“Corporation”) and Emily Anderson (“Employee”).

It is agreed that the School Corporation shall employ Employee on the following terms and conditions:

1. Duties.
 - a) Employee shall serve in the position of Physical Therapist and shall report to the Director of Curriculum of the School Corporation. In such capacity Employee shall perform services to the School Corporation and such other services as may be requested by the Director of Curriculum and/or Superintendent from time to time. Employee shall faithfully devote his full efforts and working time to the performance of such services.
2. Term Termination and Renewal.
 - a) The term of this agreement shall be for **16 month(s)**, commencing on **April 5, 2021**, and concluding on **July 31, 2022**, unless amended by written agreement of the parties or sooner terminated in accordance with the provisions herein, after which it will convert to a 12-month contract.
 - b) This agreement shall be automatically renewed on an annual basis after the initial term unless either party gives written notice to the other of an intention not to renew at least sixty (60) days before the last day of the current term.
 - c) The Corporation shall have the right to terminate Employee’s employment at any time in the event of default or nonperformance by Employee of any of the provisions of this agreement, willful failure to follow the reasonable instructions and directives of the superintendent or for other just cause. “just cause” shall include, but not necessarily be limited to, willful misconduct, dishonesty, willful violation of Corporation policies and procedures, theft, or misappropriation of corporation property or funds, or the commission of any criminal act during the course of employment.
3. Compensation.
 - a) As compensation for services, employee shall an annual salary of thirty-four thousand, two hundred forty-nine dollars and eighty cents (\$34,249.80) for 36 weeks of work at 15 hours per week, plus up to 10 additional days of summer work when needed to provide therapy for students requiring Extended School Year services and as approved by the Director of Curriculum to be paid in regular installments in accordance with Corporation policy. Such compensation shall be reviewed at least annually and may be increased in the sole discretion of the Corporation’s Board of School Trustees, but it shall not be decreased without Employee’s written consent.

- b) During the term of employment, Employee shall be reimbursed for reasonable and necessary expenses incurred in the course of the employment duties consistent with Corporation policy.

4. Benefits.

- a) Personal Leave: Seven (7) days of paid personal leave are granted for the term of employment. These days may be used at Employee's discretion.
- b) Bereavement Leave: Five (5) days of bereavement pay, falling within a seven-day calendar period beginning with the day of death or the day following such death, are given to Employee when 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 the 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.
- c) Long-Term Disability and Accidental Death and Dismemberment Insurance. Long-term disability and accidental death and dismemberment insurance are provided at a cost of one dollar (\$1.00) to Employee.
- d) Life Insurance. Life insurance coverage in the amount of fifty thousand dollars (\$50,000) is provided at a cost of one dollar (\$1.00) to Employee.
- e) Tax-deferred 403(b) Retirement Plan. Corporation will contribute Four and one-half percent (4.5%) of Employee's annual salary to a 403(b) savings account for Employee. With Employee contribution of fifty dollars (\$50.00), Corporation will contribute an additional \$1,000 to Employee's 403(b) savings account.

5. Binding Effect.

This agreement shall be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and assigns.

6. Applicable Law.

This agreement shall be governed for all purposes by the laws of Indiana. If any provision of this agreement is declared void, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

7. Notices.

- a) Any notices required to be given to either party under this agreement shall be deemed to have been given if deposited in the U.S. Mail, first class postage prepaid, addressed as follows or to such other address as may be specified by either party:
- b) If to the Corporation: WBCCSC, 1201 North State Road 75, Thorntown, IN 46071
- c) If to Employee: Emily Anderson

8. Entire Agreement; Amendments and Waivers.

- a) This agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein and supersedes all prior agreements and understandings, whether written or oral. The parties, by mutual agreement in writing, may amend, modify, and supplement this agreement. No waiver of any breach of this agreement shall be held to constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

By: _____
President, Board of School Trustees

Attest: _____
Secretary, Board of School Trustees

EMPLOYEE

Physical Therapist



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Adam Shepherd
5231 W 650 N Thorntown, IN 46071

2. **Title or Position With Governmental Entity:** Board Member

3. a. **Governmental Entity:** Western Boone County Community School Corporation School Board

b. **County:** Boone

4. **This statement is submitted (check one):**
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** MacAllister Rentals

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
No contract currently exists.. Occasionally, the maintenance department will rent the necessary equipment to complete various tasks.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Paid a pre-determined salary from MacAllister Rentals. Therefore, no profit or financial benefit is personally derived from any potential contracts.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

April 12, 2021
Date Submitted *(month, day, year)*

Unknown at this time
Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: April 12, 2021
(month, day, year)

Printed Name: Adam Shepherd
(Please print legibly.)

Email Address: adam.shepherd@webo.k12.in.us

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_col/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT REVISION 2 made as of the Thirtieth day of March in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Western Boone County Community School Corporation
1201 N. St. Rd. 75
Thorntown, IN 46071
Telephone Number: (765) 482-6333 Ext. 2401

and the Construction Manager:
(Name, legal status, address, and other information)

Tecton Construction Management, Inc.
102 North 3rd Street
Suite 201
Lafayette, IN 47901
Telephone Number: 765-429-5232

for the following Project:
(Name, location, and detailed description)

931-Thorntown Elementary 2021
200 W Mill St, Thorntown, IN 46071
Additions and renovations to the Thorntown Elementary School. Additions will include new administrative space as well as classroom additions. Renovation will consist of heavy and light remodeling with new HVAC and Fire Sprinklers throughout.

The Architect:
(Name, legal status, address, and other information)

Moake Park Group
7223 Engle Rd.
Suite 200
Fort Wayne, IN 46804
Telephone Number: (260) 424-6516
Fax Number: (260) 424-6309

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Keep the school open during the entire Project with keeping student safety and learning as a top priority.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

NA

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Project total cost shall not exceed: \$16,500.00.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Decided

.2 Construction commencement date:

Init.

April 2022

.3 Substantial Completion date or dates:

July 2024

.4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple prime contracts. The actual number to be determined.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

NA

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Rob Ramey
1201 N. St. Rd. 75
Thorntown, IN 46071
Telephone Number: (765) 482-6333 Ext. 2401

Email Address: Rob.Ramey@webo.k12.in.us

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

Init.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Mike Roberts
102 North 3rd Street
Suite 201
Lafayette, IN 47901
Telephone Number: 765-429-5232

Mobile Number: 765-491-8511
Email Address: mroberts@tectoncm.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Charlie Gault, PROJECT MANAGER - estimated at 30 Hours per Week

- 102 North 3rd Street

Init.

- Suite 201
- Lafayette, IN 47901
- Phone Number: 765-429-5232
- Fax Number: 765-429-5509
- Mobile Number: 765-479-1788
- Email Address: cgault@tectoncm.com

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

Tecton will not retain consultants.

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

NA

§ 1.1.16 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™ 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 ~~The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made a reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's Owner's consent, which shall not be unreasonably withheld or delayed.~~

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ reference attached Tecton Certificate of Insurance in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~(\$)~~ reference attached Tecton Certificate of Insurance per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit, reference attached Tecton Certificate of Insurance.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

~~§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant ~~in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
~~(List any items to be included that are not listed in Article 3 of E203-2013.)~~

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner ~~and Architect~~ shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the ~~Architect's~~ Architect's review and the Owner's acceptance. ~~The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.~~

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the ~~Architect's review and~~ Architect's review and for

the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, ~~Manager~~, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the ~~Architect's review and Architect's review~~ and for the Owner's approval. The Construction Manager shall inform the Owner and ~~the~~ Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the ~~Architect's review and Architect's review and for the~~ Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the ~~Architect's review and the~~ Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the ~~Architect, Owner,~~ shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of ~~bids, bids all in accordance with Indiana's public works statute (Ind. Code 36-1-12) and/or the public purchasing statute (Ind. Code 5-22), as applicable.~~

§ 3.2.22 The Construction Manager, ~~with the assistance of the Architect, Manager~~ shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the ~~Architect-Owner~~ as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction ~~Manager, the Owner and the Architect. Manager and the Owner.~~ The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

Init.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the ~~Owner and Architect.~~Owner.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the ~~Owner, Architect.~~Architect, Owner and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the ~~Owner and Architect.~~Owner.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner ~~and Architect~~ as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the ~~Architect.~~Owner.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the

Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the ~~Architect-Owner~~.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the ~~Architect and~~ Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. However, the Construction Manager shall be responsible to obtain appropriate waivers of lien from the Contractors as required by the AIA A232 General Condition, as modified. The Construction Manager shall promptly advise the Owner of any Contractor that has failed to provide its own lien waiver, or failed to provide lien waivers from subcontractors and suppliers required by the AIA Document A232-2019 General Conditions of the Contract for Construction Manager as Adviser Edition, as modified.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the ~~Owner, Contractor and Architect~~ Owner and Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the ~~Architect-Owner~~ about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the ~~Architect and~~ Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the ~~Architect and the Owner~~ of when and where the tests and inspections are to be made so that the ~~Architect and the Owner~~ may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner ~~and Architect~~ during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the ~~Architect and~~ Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect and the Owner for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the ~~Architect, Architect and the Owner~~, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the ~~Contractors, the Owner, or the Architect.~~ Contractors or the Architect and the Owner.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner ~~and Architect~~, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 ~~Daily logs;~~ Logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

NA

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

NA

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the ~~Architect~~ Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the ~~Architect~~ Owner in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect and the Owner when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect and the Owner in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the ~~Owner, with a copy to the Architect,~~ Owner the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the ~~Architect~~ Owner a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

§ 3.3.31 The Construction Manager shall immediately notify in writing the Owner of the following events: (1) any Project delays that may negatively impact the date of Substantial Completion for the Project; (2) any actual or anticipated additional costs to the Owner that may result in the Project exceeding the Owner's budget for the Project; and (3) any material changes to the Project that may impact the date of Substantial Completion or significantly increases the Owner's cost for the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	NA
§ 4.1.1.3 Commissioning	NA
§ 4.1.1.4 Development of a commissioning plan	NA
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	Owner
§ 4.1.1.9 Assistance with selection of the Architect	Completed
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	NA
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	NA
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	NA

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Init.
/

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto; thereto or where the dispute relates to in whole or in part to the Construction Manager's negligence, errors, or omissions;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion

Init.

identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. Any decisions or approvals given by the Owner or its designated representative shall not relieve the Construction Manager of any of its obligations under this Agreement.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of

Init.

services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous ~~materials-~~ materials, but the Owner's failure or omission to do so shall not relieve the Construction Manager of its obligations under this Agreement. The Owner shall have no obligation of observation, inspection, or investigation.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 ~~The Except to the extent covered by applicable insurance policies, the~~ Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Zero Dollars (\$0.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's

Init.

confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$25,000.00 - Budgeting and Design Assistance

\$10,000.00 - Bidding Assistance

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$475,750.00 - Field Staff

\$214,087.00 - Overhead

\$175,163.00 - Management Fee

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

As mutually agreed in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed in writing.

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus TEN percent (10 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

NA

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero DOLLARS and Zero CENTS (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon~~ within thirty (30) days of the presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

8 % Eight

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- 12.3 - to the extent any of the services required by this Agreement have been provided before the execution of this Agreement, the Owner and Construction Manager nevertheless agree that this Agreement shall control the rights and responsibilities of the parties hereto including as to those service previously performed.
- 12.4 - The Construction Manager's services shall comply with the procedures for bidding, public works and public procurement process for the Project and shall comply with the applicable provisions of Indiana Code 36-1-12 and Indiana Code 5-22, as applicable.
- 12.5 - This Agreement may be executed in separate counterparts and delivered by facsimile or electronic scanned format, with the parties hereby acknowledging that each separately executed counterpart will be afforded the same force and effect as a duly signed original document, even if an executed counterpart is delivered only via facsimile copy or electronic scanned copy, and all fax, .pdf and electronic signatures shall be acceptable and binding on the parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

NA

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[NA] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

NA

[NA] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

NA

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

NA

This Agreement REVISION 2 is entered into as of the day and year 1 / 1 / 2021 first written above. Thorn Town Elementary,
2021 (931).

OWNER (Signature)

Rob Ramey, Superintendent
(Printed name and title)

Mike Roberts, President
(Printed name and title)

Init.



Western Boone County Community School Corporation
1201 North State Road 75
Thorntown, IN 46071
765.482.6333 o.
765.482.0890 f.
www.webschools.org

Date: April 12, 2021
To: Mr. Rob Ramey
Members of the Western Boone School Board
From: Tricia Reed, Director of Curriculum *TR*
Re: K-6 Social Studies Curriculum Recommendation

Members of the Elementary Social Studies Adoption Committee would like to recommend the following Social Studies curricular materials for the adoption period of July 1, 2021 through June 30, 2027.

Kindergarten: McGraw-Hill - *Reading Wonders*

Grades 1-6: Savvas Learning Company: *My World Interactive* (NEW)

Members of the Elementary Adoption Committee met in November to begin reviewing program samples from three leading textbook publishers. Virtual meetings with curriculum specialists from each publisher provided teachers with an overview of each program’s instructional design and an opportunity for teachers to ask questions specific to their grade level and the learning needs of their students.

The committee determined *My World Interactive* offered the most flexibility in program format and instructional design. Other features that set *My World Interactive* apart were its virtual field trip experiences to enrich conceptual understandings and leveled resources to support student independence. *My World Interactive* was also the top choice because it is the only program that is written specifically for Indiana.

Kindergarten teachers from Granville Wells and Thorntown discussed the natural integration of Social Studies standards within their reading curriculum and recommend continued use of McGraw-Hill *Reading Wonders* for integrated Social Studies and Reading instruction in lieu of a separate Social Studies curriculum.

Elementary Social Studies Adoption Committee Members:

The following teachers served on the 2021 Elementary Social Studies Adoption Committee:

	Granville Wells Elementary	Thorntown Elementary
K	Robin Miller	Ruby Grinstead
1	Stefanie Ross	Lauren Huff
2	Kim Myers	Kristi Ballentine
3	Allyson Gardner	Bri Wagner
4	Greta Shadburn	Aimee Collins
5	Teather Hiatt	Anna Shearer
6	Kathy Riner	Katrina Olson



Western Boone County Community School Corporation
1201 North State Road 75
Thorntown, IN 46071
765.482.6333 o.
765.482.0890 f.
www.weboschools.org

Date: April 12, 2021
To: Mr. Rob Ramey
Members of the Western Boone School Board
From: Tricia Reed, Director of Curriculum JR
Re: Social Studies Curriculum Recommendation for Grades 7-12

Members of the Secondary Social Studies Adoption Committee would like to recommend the following curricular programs for grades 7-12 for the period of July 1, 2021 through June 30, 2027. While continued use of previously adopted curriculum is recommended for most secondary Social Studies courses, updated curriculum is recommended for U.S. History, Economics, and Geography courses. Relevant content, digital access to content and current events, and built in checks for understanding were among the features that set McGraw-Hill apart from other programs. For all new adoptions, the department recommends digital format for each student with a class (shared) set of print textbooks in each classroom. The textbook recommendations are as follows:

7th Grade Social Studies: McGraw-Hill - *Networks Discovering World Geography, Eastern Hemisphere* (Continued Use)
8th Grade Social Studies: Holt McDougal - *US History, Growth/Development: Beginnings to 1914* (Continued Use)
Economics: McGraw-Hill – *Understanding Economics* (NEW)
Geography and History of the World: McGraw Hill - *Geography and History of the World* (NEW)
Psychology: Bedford Freeman & Worth - *Thinking About Psychology* (Continued Use)
US Government: Pearson Prentice Hall - *Magruder's American Government* (Continued Use)
US History: McGraw Hill – *United States History - Modern Times* (NEW)
World History: Holt McDougal - *World History: Human Legacy* (Continued Use)
AP World History: Pearson Prentice Hall - *World Civilizations: The Global Experience* (Continued Use)
AP Microeconomics: McGraw Hill - *Economics: McConnell, Brue, & Flynn* (Continued Use)

Secondary Social Studies Adoption Committee Members:
The following teachers served on the Secondary Social Studies Adoption Committee:

Mr. Mark Riggins
Mr. Ryan Baird
Mr. Dustin Cunningham
Mr. John Dale
Mr. Dustin Harrison



Western Boone County Community School Corporation
1201 North State Road 75
Thorntown, IN 46071
765.482.6333 o.
765.482.0890 f.
www.weboschools.org

Date: April 12, 2021
To: Mr. Rob Ramey
Members of the Western Boone School Board
From: Tricia Reed, Director of Curriculum *TR*
Re: Summer School Technology Fee

It is my recommendation that a \$25 Technology Fee be assessed to each student enrolled in summer school and require the use of a school-issued laptop device. This fee is equivalent to the device rental fee assessed to students each semester.



Western Boone County Community School Corporation
1201 North State Road 75
Thorntown, IN 46071
765.482.6333 o.
765.482.0890 f.
www.weboschools.org

To: WBCSC Board of Trustees
From: Rob Ramey, Superintendent *RWR*
Re: Wellness Coordinator Position
Date: March 26, 2021

I recommend the creation of a Wellness Coordinator in each of the three schools for the remainder of the 2020-21 school year and the entire 2021-22 school year. Each of the three positions will receive a stipend of \$1,000. Funds from a recent grant through the Community Foundation of Boone County (CFBC) will be utilized to provide the stipends.

Wellness coordinators will utilize the wellness inventories from the January eLearning day to organize activities and/or initiatives that encourage staff to improve their overall wellness. By participating, staff members will have the opportunity to earn pre-determined stipends utilizing funds from the CFBC grant for their own personal use. The overall goal is for each of us to see growth within each of the dimensions without feeling the weight of an additional task to complete or responsibility. Participation will be totally voluntary and activities and/or incentives in each building may vary based on the needs of the staff in that building.

Thank you for your consideration.

Western Boone Jr./ Sr. High School 2021-22 Handbook Revisions

1. ADD- If two or more students are in the same bathroom stall at the same time, two (2) Friday Schools will be issued to all students in the stall.
2. Page 10- ADD- Students are not to put stickers or anything with adhesive on their school issued computer.
3. Page 28- REMOVE- Work Permit information.



Western Boone Jr.-Sr. High School Athletics

Athletic Director, Jeremy Dexter

To: Mr. Rob Ramey
From: Jeremy Dexter, Athletic Director
RE: 2021-22 Student Athletic Handbook Revisions
Date: April 6, 2021

I am seeking board approval for the 2021-22 Western Boone Jr.-Sr. High School Student Athletic Handbook (attached). Please accept the following recommendations for the 2021-22 Western Boone Jr.-Sr. High School Student Athletic Handbook.

- 2021-22 Western Boone Jr.-Sr. High School Student Athletic Handbook Draft – Attached
Key: ~~Items removed or revised~~
Items updated or added
- 2021-22 Western Boone Jr.-Sr. High School Student Athletic Handbook Final Version – Attached

CHANGING A SPORT

-PARTICIPATION IN TWO SPORTS AT THE SAME TIME

Athletes may NOT participate in more than one sport at the same time.

-TRANSITIONING FROM ONE SPORT TO THE NEXT

~~If an athlete is cut from a team, he/she may join another team or program in that sport season.~~ An athlete cannot quit one sport to join another sport until that sport season has concluded. For example, the athlete cannot quit football to go out for basketball until football season is completed. If two sports occur in the same season and overlap, an athlete must complete the first sport's season prior to starting practice with the second sport. For example, the athlete must complete junior high boys' basketball season before starting wrestling practice. ~~However, athletes will be allowed to transfer from one sport to another during a given season only upon mutual agreement of both coaches and the athletic director.~~

-TRANSERRING TEAMS

If an athlete is cut from a team, he/she may join another team or program in that sport season. If an athlete wishes to transfer from one sport to another during a sport contest season, he/she must first receive permission in writing from the sport coach that the student is presently participating in. Any transfer would be for the benefit of all parties involved. Any such transfer must be approved by the Athletic Director.

CLASS RELEASE

There are few times or reasons why a student-athlete should ever miss class. State series practices, all-county/state dinners and rainouts are examples of excusable releases by the school. Excused release from a class is handled through the principal's office.

COLLEGE-BOUND ATHLETES & RECRUITING

If your student athlete plans to enroll in college following high school and wishes to participate in collegiate athletics, his/her initial eligibility status must be determined by the NCAA and or NAIA Initial Eligibility Center. To be certified by the Eligibility Center to participate in NCAA athletics, the prospective student-athlete must:

1. Complete the high school requirements for NCAA Division I or Division II participation.
2. Complete the online application process at www.eligibilitycenter.org (preferred to be done after the student's high school junior year)
3. Complete the high school requirements for participation if interested in an NAIA institution.
4. Complete the online application process at <http://www.playnaia.org/index.php> (preferred to be done after the student's high school junior year).

Note: All high school certification requirements are online at the NCAA or NAIA eligibility center websites.

It is the prospective student-athlete's responsibility to make sure the Eligibility Center has the necessary documents to be certified. You may access your high school's list of approved core courses through the online NCAA or NAIA eligibility center or obtain the list from your guidance counselor. You should work closely with your guidance counselor as soon as your freshman year is completed; to be sure you are taking the required core curriculum courses for eligibility. Also, you should communicate with your coach your desire to participate in collegiate sports, as they can help you prepare for and search for an appropriate college opportunity.

College recruiters may visit Western Boone to talk with our athletes. Students and parents interested in pursuing athletic scholarships should start their searches by asking their individual coaches for information and advice concerning this matter. The guidance office will have additional information about the school or area of interest. NCAA Eligibility Clearinghouse rules determine who is eligible for scholarships. Basically, a student-athlete must be a 'C' student in college prep classes as determined by the NCAA, score well on the Scholastics Aptitude Test or the American College Test and have the recommendation of his/her coaches. These rules are available from the athletic office and your coach. There is time set aside for recruiter-athlete visitation. Your coach and guidance counselor will set this up. Transcripts will be provided to the university through the guidance office.

COMMUNICATION

As an athlete involved in your choice of sports at Western Boone you will experience rewarding moments and times when things do not go the way you wish. At these times, your best choice is to express directly to the coach your concerns. It is always appropriate for the athlete to discuss position, consideration for future play, treatment, behavior and ways to improve. Also, it is important for each athlete to inform his/her parent(s) that they are encouraged to discuss treatment, improvement

PRACTICES (REGULAR, VACATION, SCHOOL CLOSING)

All team members are expected to attend all practices. Practice scheduled during school vacations are set by the coach and only the coach can excuse an athlete from practice. Practice during a school closing time (snow, etc.) is not permitted without permission from the Corporation Office.

TEAM CUTTING POLICIES

Coaches of the 19 varsity sports at Western Boone have their own policy on how they will choose their teams. In some sports "cutting" a team down to a manageable size is a necessity.

- Every athlete trying out for a squad will be given a fair chance to make the team. Generally, this means that the athlete should be given at least 2 days of tryout.
- It is at the discretion of each sport's coaching staff to decide who will be on their team.
- Coaches will explain their policy to candidates for their team at the first meeting.
- An athlete may be cut from a team anytime during a season.

TRAINER

Witham Health Services provides athletic training services for Western Boone Junior-Senior High School. The trainer is present at all high school practices and home events. The trainer also covers home JH High football and wrestling events.

TRAINING ROOM

The training room is located at the East end of the building. Student-athletes are not permitted in this room without adult supervision. Training rooms are for treatment and rehabilitation. Space is limited, therefore only athletes needing treatment are allowed in these rooms.

WEATHER

If the Western Boone School Corporation is on a delay, all morning practices are canceled. A decision by the school will be made by 6:00 A.M. If school is closed or we have an early dismissal, all afternoon and evening practices and games will be canceled unless the Superintendent makes an exception.

WEIGHT ROOM

The weight room is available for use by teams before and after school. There is a full program of weight training offered during the school year and summer under the guidance of our strength coach. No student shall use the weight room without adult supervision or without having a physical exam on file in the athletic office.

CELL PHONES & SOCIAL NETWORKING SITES

1. Cell phones and cameras may not be used inside a locker room for any purpose. This means no texting, no calling and no pictures. The use of cell phones is not permitted in the locker room at any time. NO EXCEPTIONS TO THE RULE. This rule applies to all players, managers and coaches (coaches may use a cell phone in their office, not the locker room). A violation of this rule will result in immediate penalty, which could include dismissal from the team. If a photograph is taken, the matter may be turned over to legal authorities for possible prosecution. Should an athlete receive a call or text while in the locker room, he/she should take the phone (still in backpack, book bag, gym bag, etc.) out to the hall or outside the building before use. CAMERAS AND PHONES MAY NOT BE IN USE OR OUT IN VIEW IN THE LOCKER ROOM FOR ANY REASON.

2. SOCIAL NETWORKING SITES: Student-athletes are responsible for information contained in written or electronic transmissions (i.e. e-mail) and any information posted on a public domain (i.e. Twitter, Facebook, SnapChat, Vine, chat room, Instagram, You Tube, etc.). Inappropriate or embarrassing information or pictures should not be posted in any public domain. Student-athletes are not prohibited from participation in such online social networks; however, student-athletes should be reminded that they serve as representatives of their team, the athletic program and the Western Boone Community School Corporation. Texting, tweeting, posting and uses of other social networks to disparage or criticize the team, other students, opponents, coaches or other school personnel is inappropriate behavior and conduct unbecoming of a Western Boone student-athlete. Any individual identified on a social networking site which depicts illegal or inappropriate behavior, will be considered in violation and subject to athletic discipline which could include suspension or dismissal from the program. Length of suspension will be determined by the athletic director with coach's involvement.

WESTERN BOONE HIGH SCHOOL



STUDENT ATHLETE HANDBOOK

ATHLETIC HANDBOOK FOR STUDENT-ATHLETES

ATHLETIC STATEMENT

This athletic handbook is designed to inform athletes and their parents or guardians of the rules, regulations and information that helped develop the tradition of competition at Western Boone Jr.-Sr. High School.

Participation in Western Boone athletics is a privilege which carries with it varying degrees of honor, responsibility and sacrifice. Since athletic competition of Western Boone teams is a privilege and not a right, those who choose to participate will be expected to follow the *Code of Conduct* established by the administration and other specific coach's rules for their sport. Athletes represent their school and student body. Athletes are to conduct themselves in a manner that is becoming to their family, Western Boone Schools and the community.

ATHLETIC VISION / MISSION

The vision of the Western Boone Athletic Department is to provide the finest opportunities for student-athletes to excel in teamwork, sportsmanship, self-discipline and moral character, while supporting the educational goals of Western Boone Jr.-Sr. High School through an athletic department built on essential core values. Core values that include; being coachable, competitive, fundamental, honorable, respectable, selfless, poised, patient, credible, optimist, kind, life-balanced, honest, motivated, ambitious and hard working. Our mission is to build upon the tradition of excellence within Western Boone athletics and to produce opportunities for physical, social, and emotional growth for Western Boone student-athlete, while providing each participant with experiences that will be positive and memorable. Western Boone seeks to help the athlete develop the capacity for commitment to a cause, to persevere through adversity, accept responsibility and develop loyalty towards a chosen endeavor.

ATHLETE DEFINED

The Western Boone athlete is defined as and includes all young men and women who represent a team that engages in interscholastic competition and further includes cheerleaders, student managers, trainers and statisticians affiliated with a team.

ATHLETIC PROGRAM PROFILE

Western Boone supports 19 sports and cheerleading to students in grades 6-12. Student-athletes participate in over 500 contests per year. Western Boone is a member of the Sagamore Athletic Conference (SAC). The SAC was formed to promote athletics, academics, activities and information exchange between our eight schools. Members are Crawfordsville, Danville, Frankfort, Lebanon, North Montgomery, Southmont, Tri-West and Western Boone.

SIXTH GRADE PARTICIPATION

Western Boone Junior High School fields athletic interscholastic teams in football, cross country, volleyball, tennis, soccer, basketball, wrestling, swimming, track, baseball, softball, and golf. Football, volleyball, and basketball are considered to be grade level specific sports, and students only compete on and against participants at the same academic grade level. Cross country, tennis, soccer, wrestling, swimming, track, baseball, softball and golf are not considered to be grade level specific and allow competition across grade levels.

A majority of the schools with whom Western Boone Junior High School competes are comprised of students in grades six through eight. In an effort to increase participation in the sports which are not considered to be grade level specific, participation is open to Western Boone School Corporation students in grade six. Sixth grade students participating on Junior High School teams shall meet all participation guidelines regarding physicals, insurance coverage and academic eligibility that are in place at both their elementary school and the junior high school. All sixth-grade athletes need to be registered in FinalForms for participation.

The administration of Western Boone Junior / Senior High School reserves the right to limit the participation of any and all sixth-grade students in their interscholastic teams' dependent upon the participation level at the seventh and eighth grade levels.

ELIGIBILITY

ACADEMIC/ATHLETIC ELIGIBILITY AT WESTERN BOONE

Student-athletes must be enrolled at Western Boone and pass five full credits (IHSAA standard) each 9-week grading period in order to continue to participate as a team member. Semester-ending grades take precedence. Coaches and sponsors can check progress of students by talking with teachers, issuing periodic grade checks and checking grade cards at the end of grading periods. It is the policy of the athletic department to work closely with the academic progress of each participant. Students with failing grades will attend practices or study at the coaches' discretion during periods of academic difficulty.

RANDOM DRUG TESTING PROGRAM

Western Boone Jr. Sr. High School implemented a random drug testing policy in the spring of 2005. To be eligible to participate in athletics at Western Boone a student athlete must enroll in the random drug testing pool. The random drug testing policy is outlined in our student handbook. The athletic code of conduct, specifically the consequences for substance abuse violations of the code, is aligned with the random drug testing policy.

PHYSICAL EXAMINATIONS

Every student-athlete is required by Western Boone and the IHSAA to have a yearly physical examination completed and on file with the athletic office before the first day of official tryouts/practices in any sport. Physical exams are the responsibility of the athlete and his/her parents. Exams are in effect for the next school year if taken after April 1st. Physical exams are offered at Witham Hospital in April.

WHAT MUST BE DONE BEFORE YOUR FIRST PRACTICE

The following items are to be completed by the athlete and parent/guardian before the first practice with any team:

- Take and pass physical examination and have supporting student, parent and doctor signatures
- Meet academic eligibility requirements
- Attend team meeting and AD meeting before the start of the season
- Have athletic transfer filed (Transfer students new to Western Boone cannot compete in interscholastic contests until an athletic transfer is completed)
- Have insurance waiver/handbook acknowledgment signed and on file in FinalForms
- Have emergency medical information entered into FinalForms
- Have consent to athletic training services form signed and on file FinalForms
- Register for teams on FinalForms - sign off on all electronic documents - turn physical into athletic office.

CODE OF CONDUCT

STATEMENT

The following Western Boone Athletic rules are in accordance with the Indiana High School Athletic Association Constitution. An athlete is defined as a participant on an athletic team, cheerleaders, managers, trainers, and athletic assistants.

The conduct of participants in athletics at Western Boone, in or out of school, year-round, shall be:

1.) Not to reflect discredit upon our school and 2.) Not to create a disruptive influence on the discipline, good order, moral or educational environment in our school. Any such misconduct violating these principles shall be subject to disciplinary measures.

ENFORCEMENT OF THE CODE OF CONDUCT

The Principal or his/her designee shall enforce all rules and regulations as described in the Code of Conduct (hereafter the Code) for athletes. All rules regarding behavior and/or training as outlined in IHSAA regulations apply. The Code will be reinforced by the coach of each sport during the year. Parents/Guardians and athletes are required to sign the consent document stating that they understand the Code and the athlete is subject to disciplinary measure should he/she violate the Code.

Any alleged violation of the Code shall be reported first to the Principal or his/her designee and then is to be followed by an investigation by any or all of the following people; coach, sponsor, athletic director, principal or his/her designee.

THE CODE IS ENFORCED TWELVE (12) MONTHS A YEAR, GRADES 6-12

EXPECTED STANDARDS OF CONDUCT FOR ATHLETES.

- The good of the team is first and foremost. Once a team is eliminated the individual becomes the most important.
- No player(s) will ever employ illegal tactics to gain an undeserved advantage. All players will devote themselves to sportsmanship.
- All athletes will care for all equipment as though it was their own personal property. If equipment is destroyed through practice it will be replaced by the school. If equipment is lost the athlete(s) will fulfill their responsibility by paying for replacement of items(s). Athletes will turn in school owned equipment and uniforms before being eligible in their next sport season.
- All athletes will obey the specific training and practice rules of their team as given to them by the coaching staff.
- Athletes should not engage in doing negative things. Drinking alcohol, taking controlled drug substances, using tobacco, E-cigs, e-liquids, vapor devices, using profanity and being disobedient are harmful to athletes and their team, and are punishable under the Code of Conduct.
- Athletes and support students of the team must pass five (5) credits each grading period to be eligible to participate in athletics. Team members should plan their time so that they devote energy to their studies to insure passing grades which represent their true abilities.
- Athletes should be a positive influence in all they attempt to do. They are to work for the betterment of Western Boone and set a good example by doing what is right and good.
- Officials deserve courteous respect. All athletes must realize that officials do not lose a game or contest. They are there to ensure a fair contest.
- Athletes should appreciate that coaches, teachers and school officials have the best interests of all athletes in mind as they equip, schedule and conduct the athletic program.
- All Western Boone athletes must comply with the standards of our athletic code of conduct and school rules or be subject to disciplinary action or dismissal from a team as determined by the rules, coaching staff, athletic director and/or principal of Western Boone Schools

IMPORTANT

Western Boone is not asking athletes to make sacrifices. Sacrifice implies giving up good things. We are asking our athletes to do the opposite. Live clean, think clean and do those things that make them keener, finer and more competent individuals and team members. Participating in athletics is a privilege.

ANTI-HAZING POLICY

Western Boone High School is committed to providing the best learning atmosphere for our students. Hazing activities are inconsistent with our educational mission and will not be tolerated in the athletic department. The Indiana Code defines hazing as "forcing or requiring another person-(1.) With or without the consent of the other person and (2.) as a condition of association with a group or organization; to perform an act that creates a substantial risk of bodily injury." The American Heritage Dictionary, Fourth Edition, defines hazing as: "To persecute or harass with meaningless, difficult, or humiliating tasks. To initiate by exacting humiliating performances from or playing rough practical jokes upon." The Western Boone Athletic Department will not tolerate actions by athletes that recklessly or intentionally endanger the mental or physical health or safety of a student. Disciplinary actions will be taken against students who plan, encourage, or engage in hazing activities. Athletic department employees who permit, encourage, condone or tolerate hazing will be subject to discipline.

RULES OF CONDUCT (Grades 6-12)

The following rules are specific examples of conduct that would violate the *Code of Conduct* set forth above. Conduct that is not covered by these specific examples but that violate the principles of the *Code of Conduct* is subject to disciplinary measures at the discretion of the principal or his/her designee. Multiple offenses of any combinations of the *Code of Conduct Rules 1-5* may result in further disciplinary measures at the discretion of the principal or his/her designee.

RULE 1: Athletes shall not possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, alcohol, tobacco, E-cigs, e-liquids, vapor devices, stimulant, depressant, anabolic steroids, marijuana, counterfeit caffeine pills; or possess, use or transmit paraphernalia for use of such substances. (Use of an authorized drug as prescribed by a registered physician shall not constitute a violation of this rule).

CONSEQUENCE: First Offense

Suspension from contests for a minimum of 30% of a regular season from the time the infraction was discovered by the administration that occur within the 180 days that make up the school year. Student-athletes will be allowed to practice and attend contests in street clothes. The Carry Over Rule will be used in instances where needed.

- **Carry Over Rule:** If the offense is committed during the school year, when the student is not participating in his/her sport season, the consequence will start on the first official contest day of his/her next sport. If the student commits the offense during summer break (not within the school year), the consequence will start on the first official contest day of the next athletic season the student athlete participates in. Should a student be suspended from participation in the middle of the athletic season and the suspension of contests is not able to be fully completed during the current athletic season due to not enough contest remaining, he/she will finish out the remainder of the suspension when they participate in their next sport.
- **Opportunity to Lower First Offense Suspension:** Student-Athletes will have the opportunity to lower his/her first offense suspension from 30% of regular season contests within an athletic season to 20% of regular season contests within an athletic season. This is done by student-athletes volunteering 8 hours for the athletic department. These volunteer hours will be assigned and recorded by the Athletic Director or his/her designee. The 8 hours will need to be completed prior to the 20% of contests with the regular season mark.

Second Offense

Suspension from athletics for 365 calendar days from the time infraction was discovered by the administration. Student-athletes will not be allowed to practice, compete, and/or try-out for any sport that falls within the time frame that the suspension is being served, unless the try-out or practice falls within the last 30 calendar days of the suspension. If the try-out or practice falls within the last 30 calendar days of the suspension, the student-athlete may try out for and practice with the team.

Third Offense

Suspension from participation in athletics for the remaining time they are a student at Western Boone Jr.-Sr. High School. Any student who is under the penalty for the third violation of the substance abuse policy may request a review after 2 years by a committee composed of the principal, assistant principal(s), high school athletic director, junior high school athletic director, and guidance counselor. The student will present just-cause for reinstatement. The decision of the committee must be a majority vote for reinstatement to occur. Students who are reinstated will submit to testing for drugs, alcohol, and nicotine at their personal expense per the school's request. If a positive test is obtained, the student-athlete will be banned from athletics for the remainder of their school career.

RULE 2: Conduct

A student may be suspended from athletics for the use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or conduct constituting an interference with the athletic program. He/She may also be suspended for urging other students to engage in the above activity. Furthermore, damage or theft involving school and/or private property, intentionally causing bodily harm to fellow students or school employees, intimidating any student with the intent of obtaining money, possessing weapons, and failing in a substantial number of instances to comply with the directives of coaches and/or rules of the athletic program and/or school are all grounds for suspension.

CONSEQUENCE: The athlete will suffer consequences at the discretion of the Athletic Department.

RULE 3: Athletes shall not be in violation of school rules such as truancy, classroom disruption, or other punishable acts.

CONSEQUENCE: The athlete will be disciplined by already-established school rules. He/she may further be dealt with within the structure of each coach's rules for their sport.

RULE 4: Athletes shall not be suspended out-of-school for any reason.

CONSEQUENCE: The athlete will be ineligible for all contests and practices during the term of his/her suspension.

RULE 5: Specific team rules may be set forth by the coach of each sport. These rules and the penalties for breaking them will be given to the athletes by the coach of that sport. These written rules will be on file with the Athletic Director.

ATHLETIC SEASON DEFINED

The athletic season is defined as commencing with the first practice and ending with the final event for that sport. Penalties for violations take effect immediately upon verification of any violation and will include games in succession- i.e. season-schedule, tournament and state series, in order of competition.

FORFEITURE OF AWARDS

If an athlete is not in good standing at the end of the sports season that athlete forfeits all letters and awards for that sport.

CARRY-OVER SUSPENSION

If the violation of the Code occurs in the last part of a sport and the violator cannot fulfill the terms of his/her violation in that sport the suspension does carry-over until the suspension is fulfilled. If a typically one-sport athlete elects to participate in a new sport to serve a suspension, he/she will be required to complete that new season in good standing.

COMPLETING A SUSPENSION

When serving a suspension, the athlete is expected to be present at all athletic contests and practices involving his/her team. The athlete is a member of the team and is expected to fulfill this responsibility. If the athlete does not attend the contest, credit will not be given toward fulfilling the requirements of the suspension. It is the coach's discretion to excuse the athlete from attending a contest.

AWARDS

AWARDS INFORMATION FOR ATHLETES

The following information indicates the general guidelines and normal progression for awards. Athletes will receive the appropriate awards for each year as listed and explained below. New athletes to Western Boone (move-ins) cannot exchange awards from their previous school. Athletes cannot buy, substitute or make up for awards not previously won.

DESCRIPTION OF AWARDS

INITIAL AWARD

Junior High students at Western Boone who participate in and complete four sports or more will receive their numerals during their 8th grade year.

CHAMPIONSHIP PATCHES

Individual champions or varsity team champions will receive victory patches for winning the Sectional, Regional, Semi-State or State title(s). Regional, Semi-State and State qualifier patches will also be awarded when warranted.

SAC INDIVIDUAL OR TEAM CHAMPIONSHIP PATCHES

Team members or individual champions winning a SAC event will receive this patch.

CAPTAINS AWARD

Captains pin awarded to each varsity team captain.

LETTER JACKETS

In order to purchase a Western Boone Letter Jacket, an athlete must earn at least one varsity letter. To receive a varsity letter, an athlete must be in good standing at the conclusion of the sport season.

Criteria for earning varsity letters:

BASKETBALL: Participate in 1/2 the varsity quarters and be a member of the sectional team.

CROSS COUNTRY: Finish in the top seven for the team in at least 1/2 the varsity meets and be a member of the sectional team or conference team.

FOOTBALL: Participate in 1/2 of the varsity quarters and be a member of the sectional roster. Win scout team player of the year award.

GOLF: Participate in 1/2 of the varsity matches played.

BASEBALL & SOFTBALL: Participate in 1/2 of the varsity games played and be a member of the sectional team.

TENNIS: Participate in 1/2 of the varsity matches.

TRACK: Average 2 points per meet or compete in the conference or sectional meets.

SOCCER: Participate in 1/2 of the halves played and be a member of the sectional team.

SWIMMING: Place in the top 8 of the finals of the conference meet or sectional meet or have a scoring average of 4 points a meet.

VOLLEYBALL: Participate in 1/2 of the varsity matches and be a member of the sectional team.

WRESTLING: Participate in 1/2 of the varsity meets and win 1/4 of your bouts.

CHEERLEADING: Participate in all scheduled home varsity B/G basketball games, all varsity football games, all home or away Sagamore Conference or Boone County B/G basketball games. They must also participate in IHSAA Championship events for B/G basketball and football.

The coach of any sport may use his/her discretion when awarding varsity letters to members of his/her team.

MANAGERS/TRAINERS: Managers/trainers can only receive a participation certificate until they have been with a program at least three (3) years at which time they may receive a varsity letter.

INJURED ATHLETES: An athlete who is injured during the season will receive consideration for a varsity letter according to the athlete's status and involvement with the team before, during, and after injury.

SENIORS: Any senior who has been a part of the program for four years and has not met the above requirements may receive a letter at the coach's discretion.

SPORT SPECIFIC AWARDS: These awards are given on a limited basis and only to athletes for outstanding performances in their sport. The criteria for these awards is set by the coaches prior to the start of each season.

BASEBALL

Varsity-3 Awards of coach's choice
 Reserve-2 Awards of coach's choice
 JR High- 2 awards of coach's choice

BASKETBALL (BOY'S)

Varsity-3 Awards of coach's choice
 Reserve-1 Award of coach's choice
 Freshman-1 Award of coach's choice
 Eighth-3 Awards of coach's choice
 Seventh-3 Awards of coach's choice
 Sixth-3 Awards of coach's choice

BASKETBALL (GIRL'S)

Varsity-3 Awards of coach's choice.
 Reserve- 1 Award of coach's choice
 Eighth-3 Awards of coach's choice
 Seventh-3 Awards of coach's choice
 Sixth-3 Awards of coach's choice

CROSS COUNTRY

Varsity-3 Awards of coach's choice
 Jr. High-Most valuable runner
 Jr. High-Most improved

FOOTBALL

Varsity-Helmet plaques to 4 year players or members that have made first team all-conference.
 Eighth-3 Awards of coach's choice
 Seventh-3 Awards of coach's choice

GOLF

Varsity-3 Awards of coach's choice
Reserve-1 Award of coach's choice
Jr. High-3 Awards of coach's choice

SOCCER

Varsity-3 Awards of coach's choice
Reserve-1 Award of coach's choice
Jr. High-3 Awards of coach's choice

SOFTBALL

Varsity-3 Awards of coach's choice
Reserve-1 Award of coach's choice
Jr. High - 2 awards of coach's choice

SWIMMING (BOY'S & GIRL'S)

Varsity-Most valuable swimmer
Varsity-Mental attitude
Varsity-Most improved
Jr. High- 3 Awards of coach's choice

TENNIS (BOY'S & GIRL'S)

Varsity-3 Awards of coach's choice
Jr. High-3 Awards of coach's choice

TRACK (BOY'S & GIRL'S)

Varsity-3 Awards of coach's choice
Freshman-Most improved
Jr. High-3 Awards of coach's choice

VOLLEYBALL

Varsity-3 Awards of coaches
Reserve-1 Award of coach's choice
Freshman-1 Award of coach's choice
Eighth-3 Awards of coach's choice
Seventh-3 Awards of coach's choice
Sixth-3 Awards of coach's choice

WRESTLING

Varsity-3 Awards of coach's choice
Jr. High-3 Awards of coach's choice

Senior and Individual Awards

The following awards are voted on by the Athletic Council (Principal, Athletic Director, & Head Coaches)

Paul Brackemyre Senior Boy Athlete of the year
WEBO Senior Girl Athlete of the Year
Senior Scholar Boy Athlete of the Year
Senior Scholar Girl Athlete of the Year
Boys Team Player of the Year
Girls Team Player of the Year

INFORMATION FOR ATHLETES AND PARENTS

ACCIDENTS/INJURIES

All accidents or injuries, home or away, are to be reported to the trainer and/or coach immediately.

ATTENDANCE (ABSENCE) SCHOOL & GAME DAY

Daily attendance to school and practice is very important and expected. A Student-athlete must be signed in by 10:45 A.M. in order to participate/attend his/her athletic event or practice. Approved field trips or school activities constitute attending school. Any exemptions (funeral, dental, doctor) must be approved through the principal's office and/or athletic office.

CHANGING A SPORT

-PARTICIPATION IN TWO SPORTS AT THE SAME TIME

Athletes may NOT participate in more than one sport at the same time.

-TRANSITIONING FROM ONE SPORT TO THE NEXT

An athlete cannot quit one sport to join another sport until that sport season has concluded. For example, the athlete cannot quit football to go out for basketball until football season is completed. If two sports occur in the same season and overlap, an athlete must complete the first sport's season prior to starting practice with the second sport. For example, the athlete must complete junior high boys' basketball season before starting wrestling practice.

-TRANSERRING TEAMS

If an athlete is cut from a team, he/she may join another team or program in that sport season. If an athlete wishes to transfer from one sport to another during a sport contest season, he/she must first receive permission in writing from the sport coach that the student is presently participating in. Any transfer would be for the benefit of all parties involved. Any such transfer must be approved by the Athletic Director.

CLASS RELEASE

There are few times or reasons why a student-athlete should ever miss class. State series practices, all-county/state dinners and rainouts are examples of excusable releases by the school. Excused release from a class is handled through the principal's office.

COLLEGE-BOUND ATHLETES & RECRUITING

If your student athlete plans to enroll in college following high school and wishes to participate in collegiate athletics, his/her initial eligibility status must be determined by the NCAA and or NAIA Initial Eligibility Center. To be certified by the Eligibility Center to participate in NCAA athletics the prospective student-athlete must:

1. Complete the high school requirements for NCAA Division I or Division II participation.
2. Complete the online application process at www.eligibilitycenter.org (preferred to be done after the student's high school junior year)
3. Complete the high school requirements for participation if interested in an NAIA institution.
4. Complete the online application process at <http://www.playnaia.org/index.php> (preferred to be done after the student's high school junior year).

Note: All high school certification requirements are online at the NCAA or NAIA eligibility center websites.

It is the prospective student-athlete's responsibility to make sure the Eligibility Center has the necessary documents to be certified. You may access your high school's list of approved core courses through the online NCAA or NAIA eligibility center or obtain the list from your guidance counselor. You should work closely with your guidance counselor as soon as your freshman year is completed; to be sure you are taking the required core curriculum courses for eligibility. Also, you should communicate with your coach your desire to participate in collegiate sports, as they can help you prepare for and search for an appropriate college opportunity.

College recruiters may visit Western Boone to talk with our athletes. Students and parents interested in pursuing athletic scholarships should start their searches by asking their individual coaches for information and advice concerning this matter. The guidance office will have additional information about the school or area of interest. NCAA Eligibility Clearinghouse rules determine who is eligible for scholarships. Basically, a student-athlete must be a 'C' student in college prep classes as determined by the NCAA, score well on the Scholastics Aptitude Test or the American College Test and have the recommendation of his/her coaches. These rules are available from the athletic office and your coach. There is time set aside for recruiter-athlete visitation. Your coach and guidance counselor will set this up. Transcripts will be provided to the university through the guidance office.

COMMUNICATION

As an athlete involved in your choice of sports at Western Boone you will experience rewarding moments and times when things do not go the way you wish. At these times, your best choice is to express directly to the coach your concerns. It is always appropriate for the athlete to discuss position, consideration for future play, treatment, behavior and ways to improve. Also, it is important for each athlete to inform his/her parent(s) that they are encouraged to discuss treatment, improvement and behavior with the coach. However, it is never appropriate for athletes or parents to discuss other student-athletes with the coach.

The Western Boone Athletic Department suggests that you go through the following steps when you have a concern.

1. The athlete should address the problem with the coach one on one.
2. If the problem is not resolved, the parent should contact the coach.
3. If the problem still exists, contact the athletic director and set up a meeting privately or with the coach present.
4. It is always the prerogative of the parent to contact the principal, if the issue is still a problem after meeting with the athletic director and the coach.

DRESS

Coaches may ask their players to dress according to team rules.

EQUIPMENT

All athletes will care for all equipment as though it were their own personal property. If equipment is destroyed through practice it will be replaced by the school. If equipment is lost or stolen the athlete(s) will fulfill their responsibility by paying for replacement of item(s). Remember that stealing or wearing stolen equipment is a violation of the Code of Conduct and punishable by suspension from athletics. Equipment may not be worn during the school day, at home or on the streets without approval of the coach of that sport.

ALL ISSUED EQUIPMENT AND UNIFORMS REMAIN THE PROPERTY OF WESTERN BOONE AND MUST BE RETURNED AT THE CONCLUSION OF THE SEASON. ANY MISSING ITEMS WILL BE CHARGED TO THE STUDENT-ATHLETE. PARTICIPATION IN NEXT SPORT SEASON, COMMENCEMENT OR NEXT YEAR'S REGISTRATION WILL BE AFFECTED UNTIL ALL FEES ARE PAID.

IHSAA INDIVIDUAL ELIGIBILITY RULES (Grades 9-12)

ATTENTION ATHLETE: TO BE ELIGIBLE TO REPRESENT WESTERN BOONE IN INTERSCHOOL ATHLETICS YOU:

- 1) Must be a bona fide student in good standing; must be enrolled not later than the 15th day of the current semester.
- 2) Must have completed 10 separate days of organized practice in one sport under the direct supervision of the high school coaching staff.
- 3) Must have received passing grades in at least five full credit subjects during your last grading period; semester grades take precedence; and must be currently enrolled in at least five full credit subjects.
- 4) Must not have reached your 20th birthday prior to or on the scheduled date of the IHSAA state finals in a sport.
- 5) Must have been enrolled in your present high school last semester or at one of the junior highs.
- 6) Must not have been enrolled in more than eight consecutive semesters beginning in grade 9.
- 7) Must be an amateur (have not participated under an assumed name, have not accepted money or merchandise directly or indirectly for athletic participation, have not accepted awards, gifts, or honors from colleges or their alumni, have not signed a professional contract.)
- 8) Must have had physical exam between April 1st and your first practice.
- 9) Must not have transferred from one school to another for athletic reasons as a result of undue influence by any person or group.
- 10) Must not have received any award from your athletic ability not approved by your principal or IHSAA.
- 11) Must not accept awards in the form of merchandise, meals, cash, etc.
- 12) Must not participate in an athletic contest during the IHSAA authorized contest season for that sport as an individual or on any team other than your school team.
- 13) Must not reflect discredit upon your school.
- 14) Students with remaining eligibility must not participate in tryouts or demonstrations of athletic ability in that sport.
- 15) Must, if absent 5 or more days due to illness or injury, present written verification from a physician stating you may participate again.
- 16) Must not participate in camps, clinics or schools during the IHSAA authorized contest season.
- 17) Girls shall not be permitted to participate in an IHSAA tournament program for boys where an IHSAA tournament program is offered for girls in that sport.

INSURANCE

Western Boone Athletic Department **does not** provide insurance coverage for student-athletes. Western Boone administrators, coaches and trainers are safety conscious and are trained to instruct athletes in the safe and proper techniques of their individual sport(s). Due to the nature of athletic activity, however, injury may occur. Parents must carry the responsibility for providing medical care and insurance coverage for their son or daughter. Parents are encouraged to have a family insurance policy to cover athletic injuries and the cost of treatment. **IT SHOULD BE NOTED THAT NEITHER THE IHSAA NOR WESTERN BOONE JUNIOR-SENIOR HIGH SCHOOL CARRY ANY KIND OF FIRST DOLLAR MEDICAL INSURANCE FOR ATHLETIC INJURIES.**

PRACTICES (REGULAR, VACATION, SCHOOL CLOSING)

All team members are expected to attend all practices. Practice scheduled during school vacations are set by the coach and only the coach can excuse an athlete from practice. Practice during a school closing time (snow, etc.) is not permitted without permission from the Corporation Office.

TEAM CUTTING POLICIES

Coaches of the 19 varsity sports at Western Boone have their own policy on how they will choose their teams. In some sports "cutting" a team down to a manageable size is a necessity.

- Every athlete trying out for a squad will be given a fair chance to make the team. Generally, this means that the athlete should be given at least 2 days of tryout.
- It is at the discretion of each sport's coaching staff to decide who will be on their team.
- Coaches will explain their policy to candidates for their team at the first meeting.
- An athlete may be cut from a team anytime during a season.

TRAINER

Witham Health Services provides athletic training services for Western Boone Junior-Senior High School. The trainer is present at all high school practices and home events. The trainer also covers home JH High football and wrestling events.

TRAINING ROOM

The training room is located at the East end of the building. Student-athletes are not permitted in this room without adult supervision. Training rooms are for treatment and rehabilitation. Space is limited, therefore only athletes needing treatment are allowed in these rooms.

WEATHER

If the Western Boone School Corporation is on a delay, all morning practices are canceled. A decision by the school will be made by 6:00 A.M. If school is closed or we have an early dismissal, all afternoon and evening practices and games will be canceled unless the Superintendent makes an exception.

WEIGHT ROOM

The weight room is available for use by teams before and after school. There is a full program of weight training offered during the school year and summer under the guidance of our strength coach. No student shall use the weight room without adult supervision or without having a physical exam on file in the athletic office.

CELL PHONES & SOCIAL NETWORKING SITES

1. Cell phones and cameras may not be used inside a locker room for any purpose. This means no texting, no calling and no pictures. The use of cell phones is not permitted in the locker room at any time. **NO EXCEPTIONS TO THE RULE.** This rule applies to all players, managers and coaches (coaches may use a cell phone in their office, not the locker room). A violation of this rule will result in immediate penalty, which could include dismissal from the team. If a photograph is taken, the matter may be turned over to legal authorities for possible prosecution. Should an athlete receive a call or text while in the locker room, he/she should take the phone (still in backpack, book bag, gym bag, etc.) out to the hall or outside the building before use. **CAMERAS AND PHONES MAY NOT BE IN USE OR OUT IN VIEW IN THE LOCKER ROOM FOR ANY REASON.**

2. **SOCIAL NETWORKING SITES:** Student-athletes are responsible for information contained in written or electronic transmissions (i.e. e-mail) and any information posted on a public domain (i.e. Twitter, Facebook, SnapChat, Vine, chat room, Instagram, You Tube, etc.). Inappropriate or embarrassing information or pictures should not be posted in any public domain. Student-athletes are not prohibited from participation in such online social networks; however, student-athletes should be reminded that they serve as representatives of their team, the athletic program and the Western Boone Community School Corporation. Texting, tweeting, posting and uses of other social networks to disparage or criticize the team, other students, opponents, coaches or other school personnel is inappropriate behavior and conduct unbecoming of a Western Boone student-athlete. Any individual identified on a social networking site which depicts illegal or inappropriate behavior, will be considered in violation and subject to athletic discipline which could include suspension or dismissal from the program. Length of suspension will be determined by the athletic director with coach's involvement.

CONSENT FORM: Western Boone Athletic Department

This consent form is valid for the following school year, if signed after April 1st.

STUDENT CERTIFICATION FOR ATHLETIC PARTICIPATION I hereby certify that I have read the Western Boone Athletic Handbook and understand the eligibility and conduct guidelines as printed. I also understand the risks involved in athletic participation. To the best of my knowledge, I have suffered no injury or illness in the past that would hinder my participation in athletics at Western Boone Junior-Senior High School.

Signature: _____ Date: _____

Printed: _____ Grade: _____

PARENT/GUARDIAN CONSENT FORM (to be completed by parent or legal guardian; where divorce or separation, parent with legal custody must sign)

- A. In accordance with the rules of the IHSAA and Western Boone Junior Senior High School, I hereby consent for the above student to participate in all athletics at Western Boone Junior Senior High School.
- B. I understand that participation may necessitate an early dismissal from classes. I also understand that travel is necessary and an accident causing injury is a possibility.
- C. I know of and acknowledge that my son/daughter knows of the risks involved in athletic participation, understands that serious injury and even death may be possible in such participation, and chooses to accept any and all responsibility for his/her safety and welfare while participating in athletics. With full understanding of the risks involved, I release and hold harmless my school, the schools involved, and the IHSAA of any and all responsibility and liability for any injury or claim resulting from such athletic participation. I agree to take no legal action against the IHSAA or my school because of any accident or mishap involving the athletic participation of my son/daughter.
- D. As a parent and/or guardian of the above student I have read the Western Boone Athletic Handbook and discussed it with my son/daughter. I understand the Code of Conduct and realize it applies year-round. I also realize that my son/daughter is subject to disciplinary measures should he/she violate the rules of the Code of Conduct.
- E. I authorize Western Boone Junior Senior High School to investigate and obtain information from police agencies, the probation department, or any other source regarding events leading up to an arrest or charges for an act which would be in violation of any of the rules and regulations as stated in Western Boone's Athletic Handbook.
- F. As the parent or legal guardian for the Student listed above, I do hereby consent to the Student receiving athletic training services from Witham Health Services. I understand that during the course of these services certain health information related to Student's athletic training services may be used and/or disclosed for treatment, payment or healthcare operations purposes, or as otherwise required by law. I further consent to certain health information being disclosed to school personnel, including but not limited to, coaches, school administration, and/or staff, as necessary as well as the team physician and/or treating physician.
- G. Absent the fault or negligence of Western Boone agents or employees causing injury or harm to my child, I will not hold Western Boone or its personnel liable or responsible for payment of any claims arising from an incident or accident occurring in connection with my child's participation in athletics.
- H. I understand my child will not be allowed to participate in athletic contests at Western Boone Junior Senior High School until I attend or view the mandatory parent meetings with the Athletic Director at the start of each sport season. These meetings will be either held in the auditorium or conducted in an on-line format for those who cannot attend in person.

I HAVE READ THE ABOVE CAREFULLY

Parent/Guardian Signature: _____ Date: _____

Printed: _____



Western Boone Jr.-Sr. High School Athletics

Athletic Director, Jeremy Dexter

To: Mr. Rob Ramey
From: Jeremy Dexter, Athletic Director
RE: 2021 High School Summer Athletics Master Calendar
Date: April 6, 2021

I am presenting the current 2021 Western Boone High School Summer Athletics Master Calendar. The athletic department and its coaching staff are dedicated to sharing athletes and working together to make certain our athletes are able to participate in multiple sports to maximize their opportunities and our success.

Western Boone High School Summer Athletics Master Calendar – (Attached)

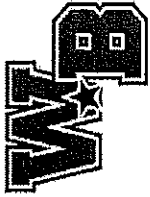


WEBB COUNTY HIGH SCHOOL ATHLETIC SUMMER CALENDAR

June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6 BBB: Cedar Point Camp	7 B 7:30-9 AM VB: 7:30-9 AM	8 G 3:430-B 4:30-6 SW: 7:830 AM	9 G 3:430-B 4:30-6 SW: 7:830 AM	10 B 7:30-9 G 9:10:30 BBB: 9-11 AM	11 VB: 8-10 AM	12 BBB: Cedar Point Camp
	8 G 3:430-B 4:30-6 SW: 7:830 AM	9 G 3:430-B 4:30-6 SW: 7:830 AM	10 B 7:30-9 G 9:10:30 BBB: 9-11 AM	11 VB: 8-10 AM	12 BBB: Cedar Point Camp	
	9 G 3:430-B 4:30-6 SW: 7:830 AM	10 B 7:30-9 G 9:10:30 BBB: 9-11 AM	11 VB: 8-10 AM	12 BBB: Cedar Point Camp		
	10 B 7:30-9 G 9:10:30 BBB: 9-11 AM	11 VB: 8-10 AM	12 BBB: Cedar Point Camp			
	11 VB: 8-10 AM	12 BBB: Cedar Point Camp				
	12 BBB: Cedar Point Camp					
	13 BBB: Cedar Point Camp					
	14 B 7:30-9 G 9:10:30 BBB: 9-11 AM	15 G 3:430-B 4:30-6 SW: 7:830 AM	16 G 3:430-B 4:30-6 SW: 7:830 AM	17 B 7:30-9 G 9:10:30 BBB: 9-11 AM	18 VB: 8-10 AM	19
	15 G 3:430-B 4:30-6 SW: 7:830 AM	16 G 3:430-B 4:30-6 SW: 7:830 AM	17 B 7:30-9 G 9:10:30 BBB: 9-11 AM	18 VB: 8-10 AM	19	
	16 G 3:430-B 4:30-6 SW: 7:830 AM	17 B 7:30-9 G 9:10:30 BBB: 9-11 AM	18 VB: 8-10 AM	19		
	17 B 7:30-9 G 9:10:30 BBB: 9-11 AM	18 VB: 8-10 AM	19			
	18 VB: 8-10 AM	19				
	19					
	20					
	21 B 7:30-9 G 9:10:30 BBB: 9-11 AM	22 G 3:430-B 4:30-6 SW: 7:830 AM	23 G 3:430-B 4:30-6 SW: 7:830 AM	24 B 7:30-9 G 9:10:30 BBB: 9-11 AM	25 VB: 8-10 AM	26 BBB: Team Activity
	22 G 3:430-B 4:30-6 SW: 7:830 AM	23 G 3:430-B 4:30-6 SW: 7:830 AM	24 B 7:30-9 G 9:10:30 BBB: 9-11 AM	25 VB: 8-10 AM	26 BBB: Team Activity	
	23 G 3:430-B 4:30-6 SW: 7:830 AM	24 B 7:30-9 G 9:10:30 BBB: 9-11 AM	25 VB: 8-10 AM	26 BBB: Team Activity		
	24 B 7:30-9 G 9:10:30 BBB: 9-11 AM	25 VB: 8-10 AM	26 BBB: Team Activity			
	25 VB: 8-10 AM	26 BBB: Team Activity				
	26 BBB: Team Activity					
	27 BBB: Team Activity					
	28 BBB: Team Activity					
	29 BBB: Team Activity					
	30 BBB: Team Activity					
	31 BBB: Team Activity					
	Strength - ST	Tennis - TN	Girls Basketball - GBB	Softball - SFB		
Boys Soccer - BSC	Volleyball - VB	Wrestling - WR	Golf - GO			
Girls Soccer - GSC	Football - FB	Swimming & Diving - SW	Track & Field - TR			
Cross Country - XC	Boys Basketball - BBB	Baseball - BSB	Cheer - CH			





WEBO STARS ATHLETIC DEPARTMENT SUMMER CALENDAR

July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	5 B: 7:30-9 AM YB: 7:30-9 AM TN: 10-11:50 AM BBB: 9-11 AM XC: 5:30-7 PM (WB)	6 G: 5:43-8:43 AM SW: 7-8:30 AM GO: 4:30-5:30 PM CH: 5-7 PM FB: 6-7:30 PM GSC: 7-8:30 PM YB: Circle 6-9 PM	7 SW: 7-8:30 AM TN: 9-10:30 AM CH: 5-7 PM BSC: 7:30-9 PM	8 B: 7:30-9 AM BBB: 9-11 AM G GO Open Play 4:30 PM CH: 5-7 PM GSC: 7-8:30 PM YB: Circle 6-9 PM	9 YB: 8-10 AM XC: 5-6:45 PM (WB)	10 G GO Away Course Play
11	12 B: 7:30-9 AM YB: 7:30-9 AM BBB: 9-11 AM TN: 10-11:50 AM XC: 5:30-7 PM (WB)	13 G: 5:43-8:43 AM SW: 7-8:30 AM GO: 4:30-5:30 PM CH: 5-7 PM FB: 6-7:30 PM GSC: 7-8:30 PM YB: Circle 6-9 PM	14 SW: 7-8:30 AM TN: 9-10:30 AM CH: 5-7 PM WR: 6-7:30 PM BSC: 7:30-9 PM	15 B: 7:30-9 AM BBB: 9-11 AM G GO Open Play 4:30 PM CH: 5-7 PM GSC: 7-8:30 PM YB: Circle 6-9 PM	16 YB: 8-10 AM XC: 6-7:30 PM (MacCloud)	17 YB: Purdue Camp
18	19 B: 7:30-9 AM YB: 7:30-9 AM BSC: 9:30-11:30 AM TN: 10-11:50 AM XC: 5:30-7 PM (WB) BSC: 6-8 PM	20 G: 5:43-8:43 AM SW: 7-8:30 AM BSC: 9:30-11:30 AM CH: 5-7 PM FB: 6-7:30 PM GSC: 7-8:30 PM YB: Circle 6-9 PM	21 SW: 7-8:30 AM TN: 9-10:30 AM CH: 5-7 PM WR: 6-7:30 PM BSC: 7:30-9 PM	22 BSC: 9:30-11:30 AM CH: 6-9 PM GSC: 7-8:30 PM YB: Circle 6-9 PM BSC: 6-8 PM	23 YB: 8-10 AM BSC: 9:30-11:30 AM XC: 6-7:30 PM (MacCloud) BSC: 6-8 PM	24
25	26 Strength - ST Boys Soccer - BSC Girls Soccer - GSC Cross Country - XC	27 Tennis - TN Volleyball - VB Football - FB Boys Basketball - BBB	28 Girls Basketball - GBB Wrestling - WR Swimming & Diving - SW Baseball - BSB	29 Sethell - SBB Golf - GO Track & Field - TR Cheer - CH	30 1st Official Girls Golf Practice	31 Monday, Aug. 2nd Official Practice ALL Fall Sports





Western Boone Jr.-Sr. High School Athletics

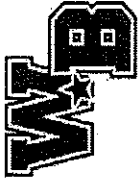
Athletic Director, Jeremy Dexter

To: Mr. Rob Ramey
From: Jeremy Dexter, Athletic Director
RE: 2021 Youth Sports Summer Camps
Date: April 6, 2021

I am seeking board approval for the 2021 Western Boone Youth Sports Summer Camp Dates, Calendar and Flyers (attached) hosted and ran by Western Boone Varsity Head Coaches. Please accept the following recommendations for the 2021 youth sports summer camp dates, calendar and flyers.

Western Boone Jr.-Sr. High School Youth Sport Summer Camp Dates

Sport	Dates	Time
Boys Basketball	June 1-4 th	10:30 – 11:45 AM
Volleyball	June 1-4 th	4:00 – 6:30 PM
Girls Soccer	June 1-4 th	6:00 – 7:00 PM
Wrestling	June 7-10 th	6:00 – 7:30 PM
Tennis	June 14-17 th	6:00 – 7:15 PM
Golf (Session 1)	June 14-17 th	8:00 – 10:45 AM
Girls Basketball	June 21-24 th	4:30 – 6:30 PM
Football	July 5-8 th	5:30 – 7:30 PM
Cross Country	July 7-9 th	5:30 – 6:45 PM



WEBO STARS JUNIOR HIGH AND YOUTH CAMP CALENDAR

June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4	5	
SUMMER OPENS	BBB Camp: 10:30-11:45 AM VB Camp: 4-6:30 PM GSC Camp: 6-7 PM	BBB Camp: 10:30-11:45 AM VB Camp: 4-6:30 PM JH GBB: 5-7 PM GSC Camp: 6-7 PM	BBB Camp: 10:30-11:45 AM VB Camp: 4-6:30 PM GSC Camp: 6-7 PM	BBB Camp: 10:30-11:45 AM VB Camp: 4-6:30 PM GSC Camp: 6-7 PM	BBB Camp: 10:30-11:45 AM VB Camp: 4-6:30 PM GSC Camp: 6-7	
6	7	8	9	10	11	12
	WR Camp: 6-7:30 PM JH BBB: 11-12:30 PM JH GBB: 5-7 PM XC: 5:30-7 PM (WB) JH BBB NP League: 5 PM	WR Camp: 6-7:30 PM JH GBB: 5-7 PM	WR Camp: 6-7:30 PM JH GBB: 5-7 PM	WR Camp: 6-7:30 PM JH BBB: 11-12:30 PM G GO Open Play 4:30 PM	XC: 6-7:30 PM (McCloud)	
15	14	15	16	17	18	19
	TN Camp: 6-7:15 PM JH BBB: 10:30-NOON JH GBB: 5-7 PM GO Camp @ CL: 8-10:45 AM XC: 5:30-7 PM (WB) JH BBB NP League: 5 PM	TN Camp: 6-7:15 PM GO Camp @ CL: 8-10:45 AM	TN Camp: 6-7:15 PM JH GBB: 5-7 PM GO Camp @ CL: 8-10:45 AM	TN Camp: 6-7:15 PM JH BBB: 10:30-NOON GO Camp @ CL: 8-10:45 AM G GO Open Play 4:30 PM	XC: 6-7:30 PM (McCloud)	
20	21	22	23	24	25	26
	GBB Camp: 4:30-6:30 PM JH BBB: 11-12:30 PM JH GBB: 5-7 PM XC: 5:30-7 PM (WB) JH BBB NP League: 5 PM	GBB Camp: 4:30-6:30 PM JH GBB: 5-7 PM	GBB Camp: 4:30-6:30 PM JH GBB: 5-7 PM	GBB Camp: 4:30-6:30 PM JH BBB: 11-12:30 PM G GO Open Play 4:30 PM	XC: 6-7:30 PM (McCloud)	
	Strength - ST Boys Soccer - BSC Girls Soccer - GSC Cross Country - XC	Tennis - TN Volleyball - VB Football - FB Boys Basketball - BBB	Girls Basketball - GBB Wrestling - WR Swimming & Diving - SW Baseball - BSB	Soccerball - SFB Golf - GO Track & Field - TR Cheer - CH		





WEBO STARS JUNIOR HIGH AND YOUTH CAMP CALENDAR

July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	5	6	7	8	9	10
	FB Camp: 5:30-7:30 PM JH GBB: 5-7 PM	FB Camp: 5:30-7:30 PM JH GBB: 5-7 PM XC: 5:30-6:45 PM (WB)	FB Camp: 5:30-7:30 PM JH GBB: 5-7 PM XC: 5:30-6:45 PM (WB) G GO Open Play 4:30 PM	FB Camp: 5:30-7:30 PM XC: 5:30-6:45 PM (WB)	XC: 5:30-6:45 PM (WB)	
11	12	13	14	15	16	17
	XC: 5:30-7 PM (WB) JH GBB: 5-7 PM		JH GBB: 5-7 PM	G GO Open Play 4:30 PM	XC: 6-7:30 PM (McCloud)	
18	19	20	21	22	23	24
	VB: 7:30-9 AM TN: 10-11:30 AM XC: 5:30-7 PM (WB) JH GBB: 5-7 PM		JH GBB: 5-7 PM		XC: 6-7:30 PM (McCloud)	
25	26	27	28	29	30	31
						Monday, Aug. 2nd Official Practice ALL Fall Sports
<p>Strength - ST Tennis - TN Girls Basketball - GBB Softball - SFB</p> <p>Boys Soccer - BSC Volleyball - VB Wrestling - WR Golf - GO</p> <p>Girls Soccer - GSC Football - FB Swimming & Diving - SW Track & Field - ITR</p> <p>Cross Country - XC Boys Basketball - BBB Baseball - BSB Cheer - CH</p>						





Western Boone Stars

Boys' Basketball Camp 2021



The Western Boone boys' basketball team will be offering a skills camp for different age groups this May and June. The information below breaks down the different camps that are being offered. Please refer to the correct age group for the 2021-22 school year to know which camp to register your son for. The camps will be run by coaches and players within the basketball program. Every camper who registers by the deadline for his camp will receive a camp t-shirt. Campers will be taught the fundamentals of basketball at their level in a fun way with their peers. Awards will be given to certain campers at the end of the camp for winning competitions. If you have questions, please reach out to Coach Burkett at josh.burkett@webo.k12.in.us.

PRIMARY CAMP INFORMATION

WHO: The Primary Camp is for Thorntown and Granville Wells Elementary boys who will be entering 1st-2nd grade for the 2021-22 school year.

WHEN: Monday, May 3rd through Thursday, May 6th from 3:15pm-4:15pm

WHERE: Western Boone High School

COST: The cost of the camp is \$40 and \$30 for any additional camper in the same household. Please register by Friday, April 23rd to receive a camp t-shirt.

INTERMEDIATE CAMP INFORMATION

WHO: The Intermediate Camp is for Thorntown and Granville Wells Elementary boys who will be entering 3rd-5th grade for the 2021-22 school year.

WHEN: Tuesday, June 1st through Friday, June 4th from 10:30am-11:45am

WHERE: Western Boone High School

COST: The cost of the camp is \$40 and \$30 for any additional camper in the same household. Please register by Wednesday, May 26th to receive a camp t-shirt.

MIDDLE SCHOOL CAMP INFORMATION

WHO: The Middle School Camp is for Western Boone boys who will be entering 6th-8th grade for the 2021-22 school year.

WHEN: Most Mondays and Thursdays in June from 11:00am-12:30pm. (June 7th, 10th, 14th, 17th, 21st, & 24th)

WHERE: Western Boone High School

COST: The cost of the camp is \$40 and \$30 for any additional camper in the same household. Please register by Monday, June 7th to receive a camp t-shirt.

This year all registrations will be completed through the following Google Form link. Upon registering, payment can be mailed to:

Western Boone Jr./Senior High School
ATTN: Josh Burkett
1205 IN-75
Thorntown, IN 46071

*Payments will be accepted on the first day of camp but are appreciated in advance. All checks should be made payable to WeBo Hoops.

REGISTRATION LINK BELOW

<https://forms.gle/T6RlWtC31XkkmA4Y8>

Summer Volleyball Camp



Western Boone will be having a volleyball camp this summer. Would you like to join the fun and learn fundamental volleyball skills? Camp will be run by the varsity coach, Laura Bragg, with help from the Webo high school players and coaching staff.

Who: Girls in first through eighth grade for the following 2021-2022 school year

When: June 1st-4th

Time: 1st- 4th from 4:00-5:15

5th- 8th from 5-6:30

Cost: \$30 for grades 1st-4th ***includes a t-shirt

\$35 for grades 5th-8th **includes a t-shirt

Where: Western Boone Junior High and Aux Gym

***Please fill out the bottom portion of the form and return it to the following location by **May 15th**, so that all t-shirts can be ordered and ready. Players can come to camp without pre-registering, but aren't guaranteed a shirt.

Make checks payable to Western Boone Volleyball Camp and mail to:

Western Boone Volleyball c/o Laura Bragg

1205 N. St. Rd. 75

Thorntown, In 46071

***If you have any questions or concerns, please contact Laura Bragg at (765) 894-1547 or llawson@brownsburg.k12.in.us

Athlete's Name: _____ Phone (____) _____

Address: _____

Grade (Next school year) _____

T-shirt Size: YS YM YL Sm Med Large XL

Parent or guardian consent: I feel that _____ is physically fit enough to participate in the Western Boone Volleyball Camp and she is adequately covered by medical insurance. I also understand that camp directors and Western Boone School Corporation are not liable for any injuries that may occur during camp. This is my permission to let my daughter participate in the Western Boone Volleyball Camp.

Signature of parent or guardian

Date



Western Boone Stars Girls Youth Soccer Camp 2021

The Western Boone girls' soccer team will be offering an introductory skills camp for girls from 1st through 8th grade. It will be from June 1st – 4th. The camps will be run by coaches and players within the soccer program. Every camper who registers by the deadline for this camp will receive a camp T-shirt. Campers will be taught the fundamentals of soccer at their level in a fun way with their peers. Awards will be given to certain campers at the end of the camp for winning competitions. If you have questions, please reach out to Coach Steimel at Shane.Steimel@gmail.com.

CAMP INFORMATION

WHO: Thorntown and Granville Wells girls entering 1st – 8th grade for the 2021-22 school year

WHEN: Tuesday, June 1st – Friday, June 4th from 6:00 pm – 7:00 pm

WHERE: Western Boone High School – TURF field

COST: The cost of the camp is \$40 and \$30 for any additional camper in the same household. **Please register by Friday, May 14th to be guaranteed to receive a camp T-shirt.**

Walk ups are welcome but won't be guaranteed a T-shirt. Limited supply of additional camp T-shirts will be available on a first-come first served basis.

Things to bring: shorts, T-shirt, water bottle, shin guards (if available), soccer cleats (if available)

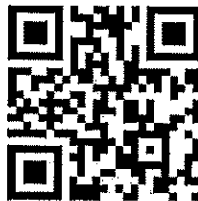
Registration:

Please use Google Form link or QR Code (see below), and then mail check to:

Western Boone Girls Soccer
c/o Shane Steimel
1205 N SR 75
Thorntown, IN 46071

*Payments will be accepted on the first day of camp but are appreciated in advance.

https://docs.google.com/forms/d/e/1FAIpQLSeVQLUO_GiSkxa3L9Yxhs6lqgqYbw3uL7Z3lx-66O1bilWyig/viewform?vc=0&c=0&w=1&flr=0



Contact for questions:

Coach Shane Steimel
Phone: 765-891-9774
Email: Shane.Steimel@gmail.com

WESTERN BOONE YOUTH WRESTLING CAMP



June 7th – June 10th
6:00pm-7:30pm
Western Boone Wrestling Room



Camp is run by the Western Boone High School Varsity coaching staff and wrestlers. Campers will learn the fundamental skills and rules of the wrestling in a fun environment. First time wrestlers will be shown basic fundamentals of the sport and experienced wrestlers will have the opportunity to build on their skills. Every camper will receive a camp t-shirt.

\$25.00 per camper
(Kids in Grades k-6)

Things to bring: Shorts, t-shirt, and wrestling shoes or clean tennis shoes (limited supply of wrestling shoes available to borrow).

Please fill out the bottom portion of this form and return it to the following address below by Saturday, May 22th. Online registrations are available at weboyouthwrestlingclub.com from May 1st - May 22nd. Walk ups are welcome, but you are not guaranteed a t-shirt. Limited supply of additional camp t-shirts will be available on a first-come first-serve basis.

Make checks payable to **Western Boone Wrestling Club** and mail to:
c/o Wesley Mikesell
1205 N. St. Rd. 75
Thorntown, IN 46071

If you have any questions, please contact Coach Wesley Mikesell
Phone: 317-217-4026
E-mail: Wesley.mikesell@webo.k12.in.us

Wrestler Name: _____

Parent/Guardian Name: _____

Phone: (____) _____

Address: _____

Age: _____ **Grade (Spring 2021):** _____

T-Shirt Size: YS YM YL XS S M L

Parent or guardian consent: I feel that _____ is physically fit enough to participate in the Western Boone Wrestling Camp and he/she is adequately covered by medical insurance. I also understand that camp directors and Western Boone School Corporation are not liable for any injuries that may occur during camp. This is my permission to let my son/daughter to participate in the Western Boone Youth Wrestling Camp.

Signature of parent or guardian

Date

WESTERN BOONE 2021 SUMMER TENNIS CAMP

When: June 14th – June 17th

Time: 6:00pm–7:15pm

Grades: K–8

Camp during inclement weather will be moved inside

Our Summer Tennis Camp is run by the boys' and girls' varsity coaching staffs and players. Campers will learn the fundamental skills and rules of the game.

If you cannot attend the entire week but would like to participate, please contact Coach Cunningham

Cost to attend camp is \$40.00

*Kindergarten–3rd graders will be on courts 1–4 and 4th graders–8th graders on courts 5–8

*ALL STUDENTS ATTENDING CAMP NEED TO BRING A TENNIS RACQUET!

*Every camper will receive a can of tennis balls.

*We will have a contest at the end of camp with prizes.

*Please fill out the bottom portion of the form and return it to the following address by **Friday, May 28th**. *Walk-ups are welcome, but you are not guaranteed a can of balls.*

Make checks payable to Western Boone Tennis and mail to:

c/o Dustin Cunningham

1205 N. St. Rd. 75

Thorntown, IN 46071

***If you have any questions, please contact Coach Cunningham at the high school (765-482-6143, ext. 3232) or by e-mail at Dustin.Cunningham@webo.k12.in.us

Name: _____ Phone: (____) _____

Address: _____

Age and Grade as of 2020–2021 school year: _____

Parent or guardian consent: I feel that _____ is physically fit enough to participate in the Western Boone Tennis Camp and he/she is adequately covered by medical insurance. I also understand that camp directors and Western Boone School Corporation are not liable for any injuries that may occur during camp. This is my permission to let my son/daughter participate in the Western Boone Tennis Camp.

Signature of parent or guardian

Date

Cool Lake Golf Camp - ONLY 1 CAMP this year

When: Monday, June 14th to Friday June 18th

Where: Cool Lake Golf Course

Ages: K - 12

***ALL GROUPS TOGETHER for Competitions
FRIDAY from 9:00 to 11:30

Times: Group 1: 8:00 to 9:15 am
(Mon-Thur) Group 2: 9:30am to 10:45am

Cost: \$50 1st child
\$45 2nd child (immediate family)
\$40 3rd child (immediate family)

Prefer 8:00 = _____ (M-Th)

Prefer 9:30 = _____ (M-TH)

FLEXIBLE = _____ (M-Th)

(If "flexible", I will call you and let you know)

ALL KIDS on FRIDAY from 9:00 - 11:30

- Includes:**
- > Daily Instruction from Western Boone HS Staff and other quality instructors.
 - > Basic instruction of the game... Full Swing, Chipping and Putting.
 - > Some on course time later in the week.
 - > Equipment provided if needed (Please mark below)
 - > Competitions with awards to winners on Friday.
 - > T-Shirt for all campers.

To sign up: Send Checks to: **Willie Smith**
7341 W 350 N
Thorntown, IN 46071

More info: Willie Smith - Willie.Smith@webo.k12.in.us or 765-894-1308

Participates Name _____

Incoming Grade: _____

Parent's Name _____

Phone: _____

CHECK your Preference

Shirt Size: _____

options: YM YL S M L XL XXL

Do you need Clubs? Y or N

Experience: Yes or No

Prefer 8:00 = _____ (M-Th)

Prefer 9:30 = _____ (M-Th)

FLEXIBLE = _____ (M-Th)

(If "flexible", I will call you and let you know)

ONLY 1 WEEK this Year



Lady Stars Basketball



YOUTH CAMP 2021

June 21st-24th

The youth camp will be held at Western Boone High School and facilitated by the coaching staff, alumni and current high school players. We will be holding 2 camps based on the youth age and/or abilities. Emphasis will be placed on fundamentals such as dribbling, shooting and passing. Our goal is to inspire young ladies to play basketball and to have a foundation of skills to take home and continue to improve with practice.

Times & Sessions:

Session 1: 4:30-5:30pm Grades 4th, 5th, 6th

Session 2: 5:30-6:15pm Grades 1st, 2nd & 3rd

Grades 7th & 8th will have summer training similar to the High School Program.

Cost: \$40/player (\$30 for additional family) Checks payable to **Western Boone Girls Basketball**

Registration Deadline for Shirt: June 7th

WALK UP REGISTRATION WELCOME. We just can't guarantee a shirt.

Participant Name _____ Grade Next Fall _____

Parent Name _____ Email _____

Phone _____

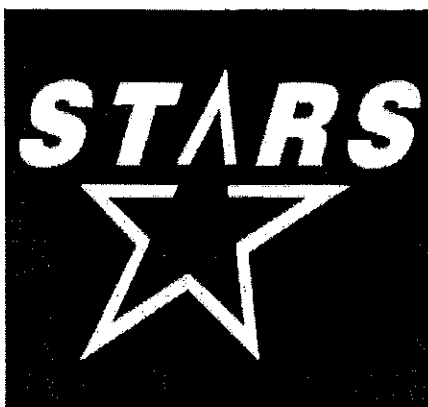
Shirt Size Circle ONE: Youth S M L Adult S M L XL



Please join our Facebook page for information. Search groups "Lady Stars Youth Basketball." Here we post announcements and updated opportunities.

Parent consent: I hereby give my consent for my daughter to participate in the Western Boone Basketball Camp. I agree not to hold the Western Boone School Corporation and all persons associated with the camp liable for any injury my child might suffer while participating in the camp. **This is my permission for my daughter to participate in the Western Boone Basketball Camp.**

Parent Signature _____ Date _____



2021 Western Boone Youth Football League AND Camp Registration 2nd—5th Grade

When: July 5th-8th

Time: 6pm-7:30pm

Cost: **\$135** (League=\$100 and Camp=\$35 if combined, \$100 for League and \$55 for camp if separate)

Where: **Western Boone Jr. Sr. High School**

The Western Boone varsity football staff and the varsity football players will provide four days of fundamental instruction to all Western Boone Youth Football League players going into grades 2nd-5th. WEBO youth players may register for the camp when signing up for WEBO Youth league play. Participants will receive a camp T-Shirt and all sessions will be held at Western Boone Jr. Sr. High School

Register Online at WeboYouthFootball.com

Registration: 4/15/2021—6/20/2021

Send Questions to:

Coach Justin Pelley

Justin.Pelley@webo.k12.in.us

Webo Youth League Player Evaluations will be conducted during the camp this year

****Bring Tennis Shoes in Case of inclement weather****

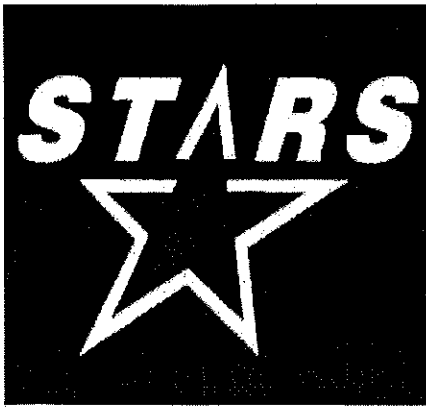
Special points of interest:

- Position Specific fundamentals
- Speed Development
- Offensive and Defensive Emphasis.
- Pre-Registration is advised
- Walk up Registration will be accepted
- Cost is \$135 per athlete
- Camp T-Shirt will be provided.
- Camp Competitions

What to Wear:

- Cleats
- Shorts
- T-Shirt





2021 Western Boone Youth Football League AND Camp Registration—6th Grade

When: July 5th-8th

Time: 6:00—7:30pm

Cost: \$135 (League=\$100 and Camp=\$35 if combined
*\$100 for League and \$55 for camp if separate)

Where: Western Boone Jr. Sr. High School

Special points of interest:

- Position Specific fundamentals
- Speed Development
- Offensive and Defensive Emphasis.
- Pre-Registration is advised
- Walk up Registration will be accepted
- Cost is \$135 per athlete
- Camp Jersey will be provided
- Camp Competitions

The Western Boone varsity football staff and the varsity football players will provide four days of fundamental instruction to all Western Boone Youth Football League players going into 6th grade.

Players may pick up pads on June 21st from 6:00-7:00 pm
Participants will receive a camp Jersey and all sessions will be held at Western Boone Jr. Sr. High School.

Register Online at WeboYouthFootball.com

Registration: 4/15/2020-6/20/2020

Send Questions to:

Coach Justin Pelley

Justin.Pelley@webo.k12.in.us

Bring Tennis Shoes in Case of inclement weather

What to Wear:

- Cleats
- Helmet/Shoulder Pads
- T-Shirt/Shorts
- Mouthpiece





2021 Western Boone Middle School Football Camp (7th & 8th Grade)

When: July 5th-8th

Time: 6pm-7:30pm

Cost: \$55

Where: Western Boone Jr. Sr. High School

Special points of interest:

- Position Specific fundamentals
- Speed Development
- Offensive and Defensive Emphasis.
- Pre-Registration is advised
- Walk up Registration will be accepted
- Cost is \$55 per athlete
- Camp Jersey will be provided
- Camp Competitions

What to Wear:

- Cleats
- Helmet/Shoulder Pads
- T-Shirt/Shorts
- Mouthpiece

The Western Boone varsity football staff and the varsity football players will provide four days of fundamental instruction to all Western Boone Jr. High Football players going into grades 7th and 8th Grade. Players should register online and pick up pads on: June 14th from 6:00-7:00 and June 16th from 6:00-7:00. Participants will receive a camp Jersey and all sessions will be held at Western Boone Jr. Sr. High School.

Register Online at WeboYouthFootball.com

Registration: 4/15/2020—6/20/2020

Send Questions to:

Coach Justin Pelley

Justin.Pelley@webo.k12.in.us

*****Bring Tennis Shoes in Case of inclement weather*****





2021 WeBo Youth Running Camp



Activities:

- *Running fundamentals*
- *Fun activities*
- *Core strength*
- *Flexibility*

What to do:

- *Register online*

What to wear:

- *T-shirt & shorts*
- *Running shoes*

What to bring:

- *Water bottle*

When: July 7–9 from 5:30–6:45 p.m.

Price: Free

Where: Western Boone High School, by the Sycamore trees next to the tennis courts

Who: Granville Wells and Thorntown students entering 4th, 5th, and 6th grades in the 2021–2022 school year

What: The Western Boone Cross Country coaches will be holding a 3-day Youth Running Camp. Participants will be introduced to the sport of Cross Country. Activities will include running, stretching, and core-strength exercises. There will also be fun running activities to promote a positive experience.

RSVP: Please register online by July 1 at <https://www.simplyregister.net/register/?e=119446>

Questions:

Coach Alan Miller: alan.brenda.2006@hotmail.com

Coach Keith Lively: keith.lively@outlook.com



Western Boone Jr.-Sr. High School Athletics

Athletic Director, Jeremy Dexter

To: Mr. Rob Ramey
From: Jeremy Dexter, Athletic Director
RE: Junior High Girls and Boys Golf Team Recommendations
Date: April 6, 2021

Please accept the following recommendations to create a Junior High Girls Golf team within the Athletic Department and allow it to compete in the Fall athletic season. This will create a Junior High Boys Golf team that will continue to compete in the Spring athletic season.

Western Boone Jr.-Sr. High School Athletic Department Recommendations

Recommendation:

Split the Co-Ed Junior High Golf into:

- Junior High Girls Golf team that competes in the Fall athletic season starting in 2021-22
- Junior High Boys Golf team that competes in the Spring athletic season startin in 2021-22

Reasons for Recommendation:

- Girls Golf is the only Junior High sport that currently does not compete in the same athletic season as it's high school program. This unifies that.
- Increases male and female participation on our junior high teams. The co-ed team is usually held at a maximum of 14 player. This will allow for each team to have up to 14 players and allow for double the amount of varsity and jv matches that our youth golfers are participating in each year.
- Increases competition match opportunities for female golfers. With the co-ed format, most of the coompetition spots (top 5) are won by the male golfers.
- Female athletes get comfortable playing golf in the Fall like they will do in High School. This helps them make easier choices on what sports they will be playing as they move through their high school careers.
- Increases the number of overall actual matches that golfers at the Junior High level are competing in.

EDUCATION & OPERATION FUND COMPARISON REPORT

As of March 31, 2021, the Education Fund cash balance was \$3,685,436. The Education Fund expenditures for March 2021 were \$787,006. As of the end of March 2021, a total of 23% of the 2021 appropriation was expended.

As of March 31 2021, the Operation Fund cash balance was \$544,189. The Operation Fund expenditures for March 2021 were \$394,658. As of the end of March 2021, a total of 21% of the 2021 appropriation was expended.

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

<u>Financial Institution</u>	<u>2021 YTD Interest Earned</u>
Home National Bank	\$2,784.68

FYI: The March 2021 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site



Service Agreement

This Agreement, dated **April 12, 2021** is made between Stratus Building Solutions ("STRATUS") and **Western Boone School Corporation** ("CLIENT"). Both STRATUS and CLIENT agree that STRATUS will begin service on _____, 2021 under the following terms and conditions.

1. CLIENT agrees to contract STRATUS to perform cleaning services according to the attached cleaning schedule. This agreement is for the remainder of the 2020/2021 School year.
2. This business contract agreement is obtained by STRATUS for the business benefit of a STRATUS Franchisee who hereby agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service this CLIENT will be introduced prior to the start date of service.
3. Franchisee has successfully completed the STRATUS training program and carries all required certifications and insurance.
4. Six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. STRATUS will invoice CLIENT monthly, and CLIENT agrees to pay STRATUS the amount that is due and owed under the terms of this contract within 10 days of the billing date. Late payments will incur service and finance charges. In the event of default on payment, CLIENT agrees to pay STRATUS' costs for collection and/or attorney fees.
6. This agreement may be terminated for non-performance only, and the Client must give the STRATUS written notice, specifying in detail, the nature of any defect in performance. STRATUS shall have thirty (30) days to cure specified defects. If the specified defects have not been cured at the end of the thirtieth (30) day, the Client shall notify STRATUS in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail.
7. CLIENT agrees to verbally notify STRATUS Office of any non-performance issues, in detail, prior to written notification.
8. CLIENT agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or franchisees of STRATUS.

Client Name: _____ Client Signature: _____

Client Title: _____ Date Signed: _____



8555 Cedar Place Drive Suite 114
Indianapolis, IN 46240

Our Agreement Current Service

Both Stratus and Western Boone School Corporation do agree to all terms, conditions, cleaning schedule and pricing as outlined in this agreement. Stratus will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap, and replacement liners for trash receptacles.

Service provided:
5 Day per week overnight Service
Monthly Janitorial Billing:
\$7,637

****Note/Payment Option: This pricing includes a 5% discount for payments received by check or ACH. All other forms of payments such as credit cards will be at 5% per month added.**

Service Address: 1205 IN-75, Thorntown, IN 46071

<p>Client</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Stratus</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

Approximate Start Date: _____

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.