

BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
September 11, 2023
7:00 P.M.

Call to Order: Phil Foster, Brian Gott, Greg Hole, Dennis Reagan, Melissa Smith, and Shane Steimel (arrived at 7:30pm).
Absent: Adam Shepherd
Pledge of Allegiance
Prayer

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the August 14, 2023, School Board Meeting.

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 5-0

- **REPORT**

- Superintendent Rob Ramey gave an update on the current Non-Resident Enrollment.
- Superintendent Rob Ramey & Maintenance Director Dennis McKinney provided an update on the Thorntown Elementary School Building Project.

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**
 - Bill Heiss – Resignation - Custodial Supervisor effective August 21, 2023
 - Tracy Gray – Resignation – Special Education Instructional Assistant effective August 22, 2023
 - Natalie Pearman – Resignation – Cafeteria Monitor effective August 28, 2023
 - Terra Tinder – Resignation – Custodian effective August 29, 2023
 - Su Ann Newell – Resignation – Custodian effective August 31, 2023
 - Samantha Fairfield – Employment – Instructional Assistant Life Skills
 - Nola Harness – Employment – Cafeteria Monitor
- **ECA**
 - Miranda Beck-King – Certified EL Teacher
- **Thorntown**
 - Lauren McNamara – Resignation – Title 1 Instructional Assistant effective August 23, 2023
- **ECA**
 - Katie Whitaker – Student Council Sponsor
 - Kathy Keith – Spell Bowl Coach
 - Kelly Fettig – Spell Bowl Coach
 - Vickie Evans – Math Bowl Coach
 - Tara Schatzer – Math Bowl Coach
 - Aimee Collins – RTI
 - Tiffany Baldwin – RTI
 - Jana Way – Yearbook Sponsor
 - Tara Schatzer – Yearbook Sponsor
 - Ruby Grinstead – Wellness Coordinator
 - Leisa Burgin – Theater Club
 - Katherine Aliff – 5th Grade Volleyball

- **Western Boone**
 - Angie Pittman – Resignation – Part-time Cook effective August 15, 2023
 - Pat Anderson – Employment – Part-time Cafeteria effective September 8, 2023
 - Kerry Copeland – Employment – Part-time Cafeteria effective September 8, 2023
- **ECA**
 - Ryan Hawkins ½ National Honor Society Sponsor
 - Krista Marconett ½ National Honor Society Sponsor
 - Ellie Garst – FFA Volunteer
 - Jody Garst – FFA Volunteer
 - Todd Smith – FFA Volunteer
 - Mandy Trent – FFA Volunteer
 - Tyler Trent – FFA Volunteer
- **Western Boone Administration**
 - Erin Kinsel – Resignation – Corporation Treasurer effective September 15, 2023
 - Kristen Dunn – Employment – Corporation Treasurer effective September 11, 2023
- **Western Boone Athletics**
 - Amber Tudor – Junior High Cheerleading Assistant Coach
- **Western Boone Transportation**
 - Alynda Neubeck – Resignation – Bus Driver effective August 15, 2023
 - Dennis Puthoff – Employment – CDL Substitute Bus Driver August 16, 2023
 - Elizabeth Roudebush – Change in Position Substitute Bus Driver to CDL Route Driver effective August 16, 2023
 - Brett James – Resignation – Bus Mechanic effective August 31, 2023
 - John McVay – Employment – CDL Substitute Bus Driver effective September 7, 2023
 - Diana Fisher – Employment – Substitute Bus Monitor effective September 8, 2023

Motion: Greg Hole, Second: Phil Foster, (Discussion), Vote: 5-0

- **BUSINESS**

- **2024 Corporation Budget Hearing**
 - The Director of Business and Technology entertained a motion to open the 2024 Budget Hearing

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 5-0
 - The Director of Business and Technology entertained comments regarding the 2024 Budget

No public comment was offered.
 - The Director of Business and Technology entertained a motion to close the 2024 Budget Hearing

Motion: Melissa Smith, Second: Greg Hole, (Discussion), Vote: 5-0
- **2024-2026 Capital Projects Hearing**
 - The Director of Business and Technology entertained a motion to open the 2024-2026 Capital Projects Plan Hearing

Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 5-0
 - The Director of Business and Technology entertained comments regarding the 2024-2026 Capital Projects Plan Hearing

No public comment was offered.

- The Director of Business and Technology entertained a motion to close the 2024-2026 Capital Projects Plan Hearing

Motion: Melissa Smith, Second: Dennis Reagan, (Discussion), Vote: 5-0

- **2024-2028 Bus Replacement Hearing**

- The Director of Business and Technology entertained a motion to open the 2024-2028 Bus Replacement Plan Hearing

Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 5-0

- The Director of Business and Technology entertained comments regarding the 2024-2028 Bus Replacement Plan Hearing

No public comment was offered.

- The Director of Business and Technology entertained a motion to close the 2024-2028 Bus Replacement Plan Hearing

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 5-0

- **Insurance Recommendation**

- Superintendent Ramey recommended the Board approve Liberty Mutual, Accident Fund, and Chubb Limited for property & casualty, workers' compensation, and crime insurance at an approximate cost of \$210,304 from September 16, 2023, to September 16, 2024.

Motion: Melissa Smith, Second: Greg Hole, (Discussion), Vote: 5-0

- **Speech Language Pathology Contract**

- Tricia Reed, Director of Curriculum, recommended the Board approve the contract with Absolute Therapy to provide a Speech Language Pathology Assistant for the first semester of 2023-2024 school year.

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 5-0

- **Indiana Department of Transportation Right-of-Way**

- Superintendent Ramey recommended the Board approve the offer made by the State of Indiana for property (.021 acres) within the right-of-way for the State Road 32 improvement project and authorize the Western Boone Multi-School Building Corporation president and secretary to sign the quitclaim deed.

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 5-0

- **Memorandum of Understanding for Mental Health Services 2023-2024**

- Superintendent Ramey recommended the Board approve the MOU for crisis services between Western Boone School Corporation and Integrative Wellness, LLC 2023-2024 school year.

Motion: Melissa Smith, Second: Phil Foster, (Discussion), Vote: 5-0

- **Non-Resident Students**

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Emma French – Granville Wells, 3rd Grade, 2023-2024 school year.
 - Lydia Hill – Western Boone, 7th Grade, 2023-2024 school year.
 - Andrew Cox – Western Boone, 9th Grade, 2023-2024 school year.
 - Levi Stewart – Western Boone, 10th Grade, 2023-2024 school year.
 - Nichole Clark – Western Boone, 11th Grade, 2023-2024 school year.

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 5-0

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

- Superintendent Ramey recommended the Board approve the field trip request for:
 - Makayla Smith – taking 5 students to SOAR FFA Conference October 6, 2023, to October 8, 2023, at Indiana FFA Center

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 5-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of August 14, 2023, through September 11, 2023, as submitted.

Motion: Melissa Smith, Second: Phil Foster, (Discussion), Vote: 5-0

- **MONTHLY FINANCIAL REPORTS**

- Kyle Whiteley, Director of Business & Technology, provided an update on the financial reports of the corporation.

Shane Steimel arrived.

- **OTHER**

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report
 - **Granville Wells**
 - Bailey Bloom – Employment – 2nd Shift Custodian effective September 11, 2023
 - Harry Boyne – Employment – 2nd Shift Custodian
 - **Thorntown**
 - Ashland Richardson – Resignation – Cafeteria Monitor effective September 8, 2023
 - **Western Boone Transportation**
 - Dennis Puthoff – Resignation – Substitute Bus Driver effective August 31, 2023
 - Ashland Richardson – Resignation – Bus Driver effective September 8, 2023
 - Kayla Rigdon – Change in Position – Substitute Bus Driver to Route Driver effective September 11, 2023
 - Kyle Coolbaugh – Employment – Bus Mechanic effective September 25, 2023

Motion: Shane Steimel, Second: Melissa Smith, (Discussion), Vote: 6-0

- **ADJOURNMENT**

Motion: Shane Steimel, Second: Melissa Smith, (Discussion), Vote: 6-0

PROFESSIONAL SERVICES/CONSULTING AGREEMENT

THIS AGREEMENT entered into this 11th day of August 2023 by Absolute Therapy, LLC (hereinafter called "Consultant/Vendor"), and Western Boone Community School Corporation, 1201 N. State Road 75, Town of Thorntown, State of Indiana, 46071 (hereinafter called the "Board"). For valuable consideration, the Consultant/Vendor and Board agree as follows:

1. A speech-language pathologist assistant, Jordan Young, employed by Consultant/Vendor will provide speech-language services to the Board beginning the week of August 14th, and continuing until the close of the Fall semester of 2023-2024 school year, on or about December 22nd, 2023. Description of Services may include, but not limited to:
 - a. Speech-Language Pathology services as defined by the American Speech-Language-Hearing-Association and Indiana Professional Licensing Agency.
 - b. Speech and language treatment to groups of students as outlined in individual IEP's.
 - c. Preparation of materials necessary for such treatment.
 - d. Maintain ongoing documentation of progress each child is demonstrating.
 - e. Conduct Screenings.
 - f. Medicaid Writing.
 - h. Attendance at IEP and other meetings as necessary.
2. The Consultant/Vendor agrees the Employees of Absolute Therapy will have and maintain the necessary state license.
3. The Employee will begin work on Tuesday, August 16th 2023, four days a week until December 22nd, 2023.
4. The Consultant/Vendor agrees the Employee will abide by all rules and regulations of the Board at all times while employed.
5. Term. This agreement shall be effective from the date first written above to and including December 22nd, 2023 unless earlier terminated under paragraph 13.
6. In the event of termination, Consultant/Vendor shall be compensated for all Services rendered as billed and itemized to the date of termination.
7. Per Indiana Administrative Code, the supervisor for the SLP assistant shall:

- a. provide direct supervision a minimum of twenty percent (20%) weekly for the first ninety (90) days of work and ten percent (10%) weekly thereafter. Supervision days and times should be alternated to ensure that all patients/clients receive direct treatment from the supervisor at least once. At no time should an SLP assistant perform tasks when a supervisor cannot be reached by: personal contact, telephone, pager, or other immediate means.
 - b. The supervisor must determine supervision needs. The amount of supervision may be increased depending on the: competency of the SLP support personnel; needs of the patients or clients served; nature of the assigned tasks.
 - c. However, the minimum standard must be maintained. Indirect supervision activities may include, but are not limited to: record review, phone conferences, or audio/video tape review.
8. Payment. The Consultant/Vendor will be paid the following: \$65 per hour based on 30 hours a week. All payments will be made directly to Absolute Therapy, LLC.
9. If services vary from the contracted number of hours in the paragraph above, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the final month's billing.
10. The Board will provide an appropriate treatment space, materials, supplies, and support services.
11. Insurance. Consultant/Vendor shall maintain primary comprehensive general liability insurance, including bodily injury and property damage coverage in an amount no less than \$3,000,000.00. The coverage minimum will apply to specific and aggregate limits.
12. No Third Parties Beneficiaries. Nothing in this agreement shall be construed to create or extend any rights to any third parties as third party beneficiaries.
13. Termination. This agreement may be terminated for the following reasons:
 - a. Breach of Contract by the Employee;
 - b. The expiration of this contract without renewal;
 - c. Death of the Employee
 - d. Incapacitation of the Employee for over 20 days.
 - e. Unforeseeable circumstances which render the contract impracticable.

- f. Any other circumstances which render the performance impracticable.
- 14. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 15. Any dispute between Consultant/Vendor and the Board related to this contract will be settled by voluntary mediation. If mediation is unsuccessful, the dispute will be settled by binding arbitration using an arbitrator of the American Arbitration Association and by following the rules of the American Arbitration Association.
- 16. No modification of this Contract will be effective unless it is in writing and is signed by both Consultant/Vendor and the Board. This Contract binds both parties and any successors. This document is the entire agreement between the parties.
- 17. The Board must not compete with the agency by working directly with the employee. This ban is in effect from the beginning of the contract period until two years after the contract period is over.
- 18. This contract replaces any previous offer or contract, written or verbal.

IN WITNESS WHEREOF, the parties have executed this Agreement in the State of Indiana on the day first mentioned above.

Date: 08/11/2023

Date: _____

X *Ana Workman*

X _____

Absolute Therapy, LLC

Western Boone Community School Corporation



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-RE
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

August 16, 2023

Western Boone Multi-School Building Corp.
1201 N. SR 75
Thorntown, IN 46071

RE: Project: 1800060
Code: 7601
Parcel: 27
County: Boone

Dear property owner:

The Indiana Department of Transportation (INDOT) has undertaken a highway improvement project in Boone County, known as project 1800060, State Road 32 Passing Lanes. The project begins along State Road 32, approximately 0.05 miles west of State Road 75, in Dover. It will extend easterly, approximately 6.5 miles to 0.05 miles west of Interstate 65, on the west side of Lebanon, Indiana.

The project will include a mill and overlay of hot mix asphalt along the entire project length. New passing blisters will be created intermittently along State Road 32. Adding a passing lane that can be utilized safely, and independently, for both east and westbound traffic. For example, a one-mile portion of the state road will incorporate said passing lane for westbound traffic only, another blister, in a different sector of the road will have an added passing blister for eastbound traffic. In areas where the new blisters are being created, the newly created lanes will incorporate a compacted aggregate base that will platform the new additions of roadway, which too, will be created using a hot mix asphalt overlay. The areas adjacent to the new road will be improved by adding a new seed bed mixture, which will return the areas to like, or better conditions, upon completion of the project. The lanes along state road 32 will be 12' wide (to include the passing blisters). Shoulders along the roadway will be anywhere between 3' to 11' wide.

The need for this improvement project is based on future projections of increased traffic that will be imminent to this area, as the city of Lebanon's infrastructure is improved for future residential, commercial and industrial development.

Prior to 1960, INDOT acquired right of way by easement grant. The grant provided for the use of property as right of way with reversionary rights to the owner upon abandonment. These grants were not always recorded, sometimes recorded years later, and some counties refused to record them at all. This right of way purchased prior to 1960 and now under pavement is known as **PER** or **Presently Existing Right-of-Way**. Because of the ambiguities of the previous system of right of way acquisition, the need was identified to acquire right of way in fee simple, without reversionary rights and the right of way acquisitions become part of the permanent records maintained in each county.

In order to accommodate the planned improvements, the **State needs a partial acquisition of your property containing approximately 0.021 AC (acres) of fee simple right of way and 0.009 AC of PER**. A plan sheet is enclosed showing the required area. The needed area has been highlighted. The measurements are taken from the legal description included with the attached deed and/or easement.

A Temporary Easement will remain on the property until the temporary easement is released by INDOT after the project has been completed. This will create a cloud on the title during this project.

Enclosed are the following State documents:

1. Uniform Property and/or Easement Acquisition Offer; *
2. FMV Evaluation: Waiver Valuation with Statement of the Basis for Just Compensation;
3. Private Appraisal Letter; **
4. Plan Sheet;
5. Acceptance of Offer (signature and notary required);
6. Warranty Deed with Legal Description (signature and notary required);
7. Claim Voucher (signature required);
8. W-9 (signature required);
9. Sales Disclosure Form (signature required).
10. Title VI survey and ACH Direct Deposit form (voluntary forms, if desired)

*Your legal options with this offer are explained on pages two (2) and three (3) of the Uniform Property and / or Easement Acquisition Offer. Also attached are copies of page four (4) Acceptance of Offer and Deed/Easement with Legal Description.

The State's offer is **\$1,000.00**. **\$450.00** is for total land acquired. **\$100.00** is for land improvement that consists of 850 square feet of tended lawn. There is an administrative increase of **\$450.00** added to the offer in order to reach the states "minimum offer" requirements. INDOT arrived at the values for your property using standard appraisal methods and practices authorized under law. In accordance with Indiana Code 32-24-1, you have thirty (30) days from the date that you receive this offer to either accept or reject it. **Payment will be made within 90 to 120 days of INDOT obtaining clear title/after legal claim approval.**

**The Owner's Private Appraisal Letter is a brief letter that explains the forms of acceptable evidence for placing value on right of way areas the state acquires for public improvement projects. If you disagree with the valuation placed on your property, you have the right to submit evidence of valuation at your expense. Please understand, once your evidence of value is submitted, there is no guarantee of a change in value.

If bare ground, INDOT has procedures in place to provide advanced payment in the amount of \$500.00 (or 10% of the offer amount, whichever is greater), in exchange for the granting of an Irrevocable Right of Entry Grant. This option is only available for bare land parcels. It is useful in situations where the acquisition of a parcel may be delayed because of extenuating circumstances, issues which might result in project delays, or situations where the owner wishes to receive a partial expedited payment. The balance of the offer amount is then paid following acceptance of offer, signing all documents, and routine processing. Please let me know if this is an option you wish to pursue.

After you have had the opportunity to review the State's offer and have come to a decision, please contact me and I will answer any questions you may have and set-up a time to get together and sign and notarize the needed documents. You can contact me at **765-490-6812**, or email **bbunch@vrowinc.com**. Thank you for your time and consideration.

Sincerely,

Benjamin A. Bunch

Benjamin A. Bunch
Agent for the Indiana Department of Transportation

MEMORANDUM OF UNDERSTANDING
BETWEEN Western Boone County Community School Corporation
AND Integrative Wellness, LLC

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Western Boone County Community School Corporation, (WBCCSC) whose address is 1201 N. State Road 75, Thorntown, IN 46071 and Integrative Wellness, LLC (InWell), whose address is 610 North Lebanon Street, Lebanon, IN 46052.

2. **Purpose.** The purpose of this MOU is to outline the terms and conditions between WBCCSC and InWell for crisis services and for student referral to school and/or community based mental health services and for the provision of any school-based mental health services by InWell.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ until June 1, 2024

4. **Responsibilities of WBCCSC.** WBCCSC will notify InWell when a crisis evaluation is needed for one of their students. Additionally, WBCCSC will refer student’s needing mental health services to InWell (see Appendix A for detailed referral process). WBCCSC will provide private space for the InWell provider and the student to meet for services.

6. **Responsibilities of InWell.** InWell will provide a licensed therapist to conduct a crisis assessment for students identified as needing this intervention. As a result of the crisis assessment, the therapist will either 1. develop a safety plan or 2. facilitate hospitalization for the student. InWell is available M-F 8-5 for crisis assessments on days that school is in session. If for some reason InWell is closed on a day that school is in session, InWell will notify the school of an alternative plan. Once called by the school to conduct a crisis assessment, InWell will respond within 90 minutes. If the response time is outside of 90 minutes, Lynette Clark will be notified by the school. InWell will also coordinate engagement services for students referred to services whether crisis in nature or a general referral to mental health services.

6 a. **COMPENSATION.** For the crisis assessment responsibilities, InWell will be compensated \$100.00 per hour for engagement hours recorded by staff. InWell will

send an invoice to WBCSC on a monthly basis for crisis services rendered. For all other services provided, InWell will work with the student's guardians to obtain payment for services provided either directly from the guardian or via insurance (ex. private insurance, Medicaid, etc).

7. **Equity, Cultural, and Linguistic Competency.** Adherence to WBCSC and InWell equity, diversity, and inclusion policies. Cultural and Linguistic Competency and cultural diversity trainings for school and Provider staff. Considerations for the population of WBCSC.

8. **Evaluation.** The program's evaluation of services will include but not limited to youth, family, and school feedback/input to InWell. Both parties will exchange feedback to one another about collaboration efforts made on behalf of the student.

9. **Confidentiality.** InWell shall comply with all applicable state and federal laws. InWell may not share any protected health information without a valid release of information form. InWell will coordinate with the school to ensure that appropriate consents and releases are obtained. WBCSC must maintain confidentiality of any medical records that result from services provided by InWell after the referral. WBCSC must also follow its internal policy prohibiting it from sharing reports or notes from InWell with other school officials or maintaining any reports, notes, diagnoses or appointments with Inwell in the student's permanent education file.

10. **Termination of the Agreement.** Either WBCSC or InWell may terminate the agreement at any time with or without cause upon 30 days advance written notice to the other party.

11. **Insurance.** InWell agrees to maintain Workers Compensation and Malpractice coverage.

12. **Compliance.** InWell will adhere to all WBCSC policies and procedures.

13. **Non-Discrimination.** WBCSC and InWell will adhere to all school policies addressing non -discrimination including 2260-Nondiscrimination and Access to Equal Educaiton Oppotunity and 2260.01-Section 504/ADA Prohibition against Discrimination Based on Disability.

The effective date of this MOU is the date of the signature last affixed to this page.

Western Boone County Community School Corporation.

Rob Ramey, Superintendent

Date

Integrative Wellness, LLC



Lynette Clark, Director

8/24/23
Date

EDUCATION & OPERATION FUND COMPARISON REPORT

As of August 31, 2023, the Education Fund cash balance was \$4,517,888. The Education Fund expenditures for August 2023 were \$645,712. As of the end of August 2023, a total of 57% of the 2023 appropriation was expended.

As of August 31, 2023, the Operation Fund cash balance was \$3,291,330. The Operation Fund expenditures for August 2023 were \$385,722. As of the end of August 2023, a total of 53% of the 2023 appropriation was expended.

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

<u>Financial Institution</u>	<u>2023 YTD Interest Earned</u>
Home National Bank	\$301,306.27 Interest
Raymond James	\$22,010.81 Income
Raymond James	\$33,818.61 Change in Value

FYI: The August 2023 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site