

BOARD MINUTES  
BOARD MEETING  
THORNTOWN ELEMENTARY SCHOOL  
200 W. MILL ST.  
THORNTOWN IN  
August 12, 2024  
7:00 P.M.

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

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the July 22, 2024, School Board Meeting.

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

**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**
  - Brayden Henry – Employment – Custodian effective August 7, 2024
  - Kaylee Larsh – Employment – Part-time Instructional Assistant 3<sup>rd</sup> Grade effective August 12, 2024
  - Crystal Dickey – Change in Position – Special Education Instructional Assistant to Life Skills Instructional Assistant effective August 5, 2024

**ECA**  
April Seneriz – RTI Coach  
Courtney Henry – RTI Coach  
Courtney Henry – 5<sup>th</sup> Grade Volleyball Coach
- **Thorntown**
  - Pam Taylor – Employment – Speech/Language effective August 7, 2024
  - Meghan Pepelea – Resignation – Temporary Contract – 6<sup>th</sup> Grade Teacher effective 2024-2025 school year
  - Lindsey Musgrave – Employment – Temporary Contract – 6<sup>th</sup> Grade Teacher effective 2024-2025 school year
  - Dawne Jones – Employment – Cafeteria Monitor effective August 5, 2024

**ECA**  
Kelly Fettig – Spell Bowl Coach  
Courtney Redman – Spell Bowl Coach  
Vickie Evans – Math Bowl Coach  
Tara Schatzer – Math Bowl Coach  
Tara Schatzer – Robotics Team Coach  
Leisa Burgin – Theater Club Sponsor  
Maleigh Lough – Theater Club Sponsor  
Tiffany Baldwin – RTI Rep 1  
Ruby Grinstead – Wellness Coach  
Tara Schatzer – Yearbook Sponsor  
Jana Way – Yearbook Sponsor  
Hillary Rhoton – New Teacher Mentor

- **Western Boone**
  - Josh Soden – Employment – Physical Education Teacher effective 2024-2025 school year
  - Jabryel Reed – Employment – Special Education Instructional Assistant effective August 9, 2024
  - Echo Tomlinson – Employment – Dishwasher effective August 5, 2024
  - Ashley Lee – Employment – Food Prep effective August 6, 2024
  - **ECA**
  - Andrew Meyer – New Teacher Mentor
  - Daniel Pierce – New Teacher Mentor
  - Whitney Weber – New Teacher Mentor
- **Wester Boone Athletics**
  - Ryan Taylor – High School and Junior High Football Assistant Coach
  - Philip Talbott – Junior High Football Assistant Coach
  - Kennedy Kiger – 7<sup>th</sup> and 8<sup>th</sup> Grade Volleyball Assistant Coach
  - Kayla Aliff – 6<sup>th</sup> Grade Volleyball Head Coach
  - Katherine Aliff – 6<sup>th</sup> Grade Volleyball Assistant Coach
  - Jason Lester – Junior High and High School Boys Soccer Assistant Coach
- **Western Boone Transportation**
  - Elizabeth Roudebush – Change in Position – Substitute Bus Driver to Bus Route effective August 7, 2024
  - Jeff Stout – Resignation – Bus Driver effective August 16, 2024

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

- **BUSINESS**

- **Prep Period Compensation**
  - Brent Miller, Principal, recommended the Board approve the compensation to Amanda Trent for her preparation period 2024-2025 school year. Amanda will be taking on additional duties and caseloads in the special education department.

*Motion: Greg Hole, Second: Adam Shepherd, (Discussion), Vote: 6-0*

- **Resolution Approving Form of Lease**
  - Superintendent Ramey recommended the Board approve the resolution approving form of lease.

*Motion: Phil Foster, Second: Greg Hole, (Discussion), Vote: 6-0*

- **Resolution Reapproving Building Corporation**
  - Superintendent Ramey recommended the Board approve the resolution reapproving the Western Boone School Multi-Building Corporation.

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

- **Transfer Students** **BP – 6195**
  - Superintendent Ramey recommended the Board approve the revised Transfer Students policy transfer students whose legal settlement is not within the boundaries of the Western Boone County Community School.

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

- **Joint Services and Supply Fund (Cooperative) Agreement for Career and Technical Education**
  - Superintendent Ramey recommended the Board approve the Agreement with West Central Indiana Career and Technical Education effective July 1, 2024.

*Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 6-0*

- **Not for Profit Lease Agreement**
  - Superintendent Ramey recommended the Board approve the Not for Profit Lease Agreement between the Crawfordsville Redevelopment Commission and West Central Indiana Career & Technical Education Cooperative.

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

- **2025 Budget – Request to Advertise**
  - Kyle Whiteley, Director of Business and Technology, requested approval to advertise the 2025 Budget, 2025-2027 Capital Projects Plan, and 2025-2028 Bus Replacement Plan.

*Motion: Melissa Smith, Second: Greg Hole, (Discussion), Vote: 6-0*

- **Appropriations Reduction Resolution**
  - Kyle Whiteley, Director of Business and Technology, recommended the Board approve the resolution granting Mr. Ramey authority to reduce 2024 appropriations for the 2025 budget.

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

- **Western Boone High School Tennis Court Design Agreement**
  - Superintendent Ramey recommended the Board approve the design agreement with Context Design for the Western Boone High School tennis courts.

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

- **Non-Resident Students**
  - Superintendent Ramey recommended the Board approve the following Non-Resident Students:
    - Katelyn Britt – Granville Wells, PreK, 2024-2025 school year.
    - Ella Kaup – Granville Wells, Kindergarten, 2024-2025 school year.
    - Brantlee Shaw – Granville Wells, Kindergarten, 2024-2025 school year.
    - Ella Quick – Granville Wells, 1<sup>st</sup> Grade, 2024-2025 school year.
    - Jaxson David – Granville Wells, 2<sup>nd</sup> Grade, 2024-2025 school year.
    - Karis Mitchell – Granville Wells, 2<sup>nd</sup> Grade, 2024-2025 school year.
    - Ryleigh Quick – Granville Wells, 2<sup>nd</sup> Grade, 2024-2025 school year.
    - Ruby Cain – Granville Wells, 4<sup>th</sup> Grade, 2024-2025 school year.
    - Joshua Fulbright – Granville Wells, 5<sup>th</sup> Grade, 2024-2025 school year.
    - Oakley Carson – Thorntown, Prek, 2024-2025 school year.
    - Paxton Jones – Thorntown, Kindergarten, 2024-2025 school year.
    - Kainyn Stum – Thorntown, 1<sup>st</sup> Grade, 2024-2025 school year.
    - Braelyn Stum – Thorntown, 6<sup>th</sup> Grade, 2024-2025 school year.
    - Britt Sathoff – Western Boone, 7<sup>th</sup> Grade, 2024-2025 school year.
    - Alyssa Tyree – Western Boone, 9<sup>th</sup> Grade, 2024-2025 school year.
    - Andrew Goodwin – Western Boone, 12<sup>th</sup> Grade, 2024-2025 school year.
    - Sadie Poeck – Western Boone, 12<sup>th</sup> Grade, 2024-2025 school year.

*Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 6-0*

- **Intra-District Transfers**

- Superintendent Ramey recommended the Board approve the following Intra-District Transfers.
  - Taya Groves – Granville Wells, PreK from Thorntown
  - George Wright – Granville Wells, Kindergarten from Thorntown
  - Stella Ball – Granville Wells, Kindergarten from Thorntown
  - Ava Mays – Granville Wells, 5<sup>th</sup> Grade from Thorntown
  - Haley Mustin – Thorntown, PreK, from Granville Wells
  - Jaxson Lefter – Thorntown, 4<sup>th</sup> Grade from Granville Wells
  - Jameson Lefter – Thorntown, Kindergarten, from Granville Wells

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

- **CLAIMS**

- The Chair entertained a motion to approve the claims for July 22, 2024, through August 12, 2024, as submitted.

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

- **MONTHLY FINANCIAL REPORTS**

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

- **ANNOUNCEMENTS**

- Mr. Ramey thanked all staff for the great start to the school year.
- Mr. Ramey congratulated Mrs. Baker and the entire band program for their 9<sup>th</sup> place finish at the Indiana State Fair band competition.
- There will be an open house at Thorntown Elementary on Sunday, September 29, 2024 from 1:00-3:00pm to see the renovations completed at the school.
- Western Boone Education Foundation will be selling porkburgers at the varsity football game on Friday, August 30, 2024.

- **ADJOURNMENT**

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

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## **EXHIBIT A**

### **RESOLUTION APPROVING FORM OF LEASE**

WHEREAS, the Western Boone Multi-School Building Corporation (the "Building Corporation") has previously been organized pursuant to the Indiana Nonprofit Corporation Act of 1991 for the purpose of constructing, renovating and improving facilities for the use of the Western Boone County Community School Corporation (the "School Corporation"); and

WHEREAS, the attorney for the Building Corporation has drafted and submitted a proposed Lease Agreement (the "Lease") for a portion of the Jr./Sr. High School building (the "Leased Premises"); and

WHEREAS, preliminary plans and estimates (collectively, the "Documents") for the completion of the Leased Premises have been prepared; and

WHEREAS, the Documents have been submitted to and now meet with the approval of this Board of School Trustees (the "Board"); and

WHEREAS, such Documents have been marked to indicate the work covered by the proposed Lease; and

WHEREAS, it now appears to this Board that the preliminary Documents provide the necessary facilities for the students of the School Corporation, and that the proposed Lease with the Building Corporation provides for a fair and reasonable rental; and

WHEREAS, by statute the Building Corporation is required to own the real estate to be leased to the School Corporation, and the School Corporation is required to have the value of the real estate determined by court-appointed appraisers; now, therefore,

BE IT RESOLVED, that the terms and conditions of the proposed form of Lease and the Documents are approved and agreed to as the basis for a hearing, as required by law, and that such hearing should be held by this Board upon the necessity for the execution of such Lease and

whether the Lease rental provided therein is a fair and reasonable rental for the proposed building, prior to final determination of such questions, so that this Board may determine whether to execute such Lease as now written, or as modified.

BE IT FURTHER RESOLVED, that the Secretary of the Board is authorized and directed to publish a notice of such hearing as required by law.

BE IT FURTHER RESOLVED, that the counsel for the School Corporation or the Superintendent of the School Corporation is authorized and directed to select three appraisers to appraise the Leased Premises and to petition the Boone County Circuit Court (the "Court") to obtain an order approving the appraisal pursuant to Indiana Code § 20-47-3.

BE IT FURTHER RESOLVED, any officers of the Board are authorized to execute a deed and sell the real estate at a price not less than that fixed by the Court.

*Passed and Adopted this 12th day of August, 2024.*

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President, Board of School Trustees

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Secretary, Board of School Trustees

## EXHIBIT B

### RESOLUTION REAPPROVING BUILDING CORPORATION

WHEREAS, Western Boone Multi-School Building Corporation (the "Building Corporation") has been formed as a not-for-profit corporation to assist in financing, renovating, constructing and improving facilities within the Western Boone County Community School Corporation (the "School Corporation"); now, therefore,

BE IT RESOLVED by the Board of School Trustees (the "Board") of the School Corporation, as follows:

SECTION 1. That it is hereby determined to be proper and in the public interest of the citizens of this School Corporation to reapprove the incorporation of the Building Corporation known and designated as the "Western Boone Multi-School Building Corporation" for the purpose of financing, renovating, constructing and equipping certain school facilities and leasing same to this School Corporation.

SECTION 2. That the Articles of Incorporation and Bylaws of the Building Corporation, previously presented to the Board, are hereby reapproved.

SECTION 3. That providing for the financing, renovating, constructing and equipping of such school facilities by the Building Corporation and the leasing of same to this School Corporation is in the public interest of the citizens of this School Corporation, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and local governments.

SECTION 4. That the issuance, sale and delivery by the Building Corporation of one or more series of bonds designated "Western Boone Multi-School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2024" (or such other name or series

designation as determined at the time of sale) (the "Bonds") in the aggregate principal amount of approximately \$8,000,000 is hereby approved.

SECTION 5. That, upon the redemption or retirement of the Bonds, the School Corporation will accept from the Building Corporation title to such school facilities, free and clear of any and all liens and encumbrances thereon.

SECTION 6. That this Board hereby reapproves the current Directors of the Building Corporation.

SECTION 7. That the Building Corporation may issue, sell and deliver the Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the construction and equipping of such school facilities and may enter into contracts for the sale of the Bonds and the construction and acquisition of such school facilities.

SECTION 8. The School Corporation reasonably expects that tax-exempt obligations issued by or on behalf of the School Corporation, including the Bonds, as well as other bonds and temporary loan warrants of the School Corporation, will not exceed \$10,000,000 in calendar year 2024. The Bonds in the amount not to exceed \$8,000,000 are hereby designated as qualified tax-exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code").

SECTION 9. The School Corporation reasonably expects that tax-exempt obligations issued by or on behalf of the School Corporation, including the Bonds as well as other bonds and temporary loan warrants of the School Corporation, will not exceed \$15,000,000 in the calendar year 2024. Pursuant to Section 148(f)(4)(D) of the Code, the School Corporation irrevocably



allocates to the Building Corporation \$8,000,000 of its \$15,000,000 limit for purposes of qualifying for the small governmental exception to the rebate requirement.

*Passed and Adopted this 12th day of August, 2024.*

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President, Board of School Trustees

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Secretary, Board of School Trustees

**TRANSFER STUDENTS**  
*Non-resident Student Admissions*

BP - 6195

The Board of School Trustees recognizes that a parent of a child must be a legal resident of the Western Boone County Community School Corporation in order for the child to attend its schools. The Board recognizes it has the authority to accept transfer students and it is the intent of the Board that all applicable laws in regard to student transfers shall be strictly followed. A transfer student is one whose legal settlement is not within the boundaries of the Western Boone County Community School Corporation.

School Employee Requests

Requests for transfer made by any school employee whose annual salary is at least \$8000 for his or her own child(ren) will be accepted prior to any other requests for student transfer provided there is capacity in the grade level in the building as determined annually by the Board of School Trustees.

Other Transfer Student Requests

If there is capacity remaining after the acceptance of school corporation employees' transfer requests, parents, guardians, or custodians who are not school corporation employees of Indiana students who do not reside in the Western Boone County Community School Corporation but who wish to enroll their child in the school corporation may request a transfer and will be considered for enrollment under the following conditions:

1. A student requesting transfer shall complete the Application for Transfer of Non-Resident Student and submit it to the school's principal prior to September 1<sup>st</sup>. A student requesting transfer beginning the 2<sup>nd</sup> semester, must submit the Application for Transfer of Non-Resident Student by January 15<sup>th</sup>. New non-resident enrollments for 2<sup>nd</sup> semester will only be considered if the State of Indiana issues funding based on a 2<sup>nd</sup> count day. Once the written request (see application form) is submitted it will not need to be renewed unless parents/guardians and student are notified differently by administration.
2. The parent, guardian, custodian, or student agrees to provide his/her own transportation to and from the school unless there is an established residence in our district with an adult accepting responsibility of this arrangement.
3. Capacity for each grade level in each building as determined annually by the Board of School Trustees will be a consideration as to whether the student will be admitted, or a publicly verifiable random selection process will be necessary to determine who will be accepted. The random selection process will take place in a public meeting of the school board when the number of eligible transfer applicants exceeds the capacity of the grade level. When determining capacity, space needed for resident students, current transfer students, siblings of such students, and employees' children will be taken into consideration.

Under no circumstances will a transfer student be accepted for athletic reasons.

The building principal and superintendent shall deny a transfer request based on one or more of the following criteria:

1. The student has been suspended or expelled for 10 or more school days in the 12 months preceding the request for transfer.
2. The student was suspended or expelled for possessing a firearm, deadly weapon, or destructive device in the preceding 12 months.
3. The student was suspended or expelled for causing physical injury to a student, school employee, or visitor to the school.
4. The student was suspended or expelled for violating a drug or alcohol rule.
5. The student has a history of excessive absences and based upon the location of the student's residence, attendance of the student would be a problem if enrolled in the school corporation.

Students transferring to this Corporation from other schools or school corporations shall be placed in those classes or at those grade levels for which their previous educational experiences appear to qualify them. The School Corporation reserves the right to change or modify such placements on the basis of later information, testing, or investigation.

The Superintendent shall develop the operational procedures and forms necessary for the implementation of this policy.

Legal References: I.C. 20-26-11-2  
I.C. 20-26-11-6  
I.C. 20-26-11-6.5  
I.C. 20-26-11-32

Date Adopted: 12/08/08  
Date Revised: 05/11/09  
12/14/09  
06/13/11  
01/14/13  
04/22/13  
07/15/13  
07/15/19  
11/09/20  
08/12/24

**NON-RESIDENT STUDENT TRANSFER REQUEST FORM**

\_\_\_\_\_ Granville Wells Elementary  
\_\_\_\_\_ Thorntown Elementary  
\_\_\_\_\_ Western Boone Jr.-Sr. High

Student: \_\_\_\_\_ Incoming Grade: \_\_\_\_\_ School Year: \_\_\_\_\_

School corporation student would normally attend: \_\_\_\_\_

Name of school building in home corporation: \_\_\_\_\_

Name of parents/guardians submitting request: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Reason for transfer: \_\_\_\_\_

**Please attach disciplinary record from previous year.**

Date form received: \_\_\_\_\_

Transfer Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Superintendent/Designee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Transportation Requested:**

At Residence of

Bus Pickup: Name: \_\_\_\_\_ Address: \_\_\_\_\_

Bus Drop Off: Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of adult at this residence assuming responsibility of this arrangement / Phone Number



West Central Indiana Career & Technical Education  
One Athenian Drive, Crawfordsville, IN 47933  
765-362-2340

**Joint Services and Supply Fund (Cooperative) Agreement  
for  
Career and Technical Education  
Effective July 1, 2024**

This contract signifies agreement on part of the governing bodies of the herein named public school corporations of the State of Indiana to modify the earlier West Central Indiana Career and Technical Education Cooperative Agreement in order to engage in the joint employment of personnel and joint purchases of supplies, equipment and facilities to provide programs and services for high school students in career and technical education.

The participating school corporations are:

Crawfordsville Community School Corporation (LEA)  
North Montgomery Community School Corporation  
South Montgomery Community Schools  
Western Boone County Community Schools

This contract signifies agreement on the part of the governing bodies of the participating public school corporations of the State of Indiana to engage in the joint employment of personnel and joint purchases of supplies, equipment, and facilities to provide programs and services for career and technical education.

WHEREAS, all or some of the participating school corporations are in possession of facilities and equipment used for career and technical education programs, and

WHEREAS, all or some of the participating school corporations are desirous for some of their students to participate in joint career and technical education programs begin offered by all or some of the participating school corporations subscribing to this contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties jointly and severally agree as follows:

Definitions. Whenever used in this contract,

- (a) "School Corporation" shall mean any public school corporation established by and under the laws of the State of Indiana participating in this agreement.
- (b) "Executive Board" shall mean a board composed of the superintendent or designated representative from each school corporation participating in this agreement.
- (c) "Administrative and Fiscal Agent or LEA" shall mean the governing body of the school corporation designated by the Executive Board as the administrative and fiscal agent for the area programs.

- (d) "Career and Technical Education" shall mean any education the controlling purpose of which is to fit an individual for profitable employment and/or further education.
- (e) "School Year" shall mean the period of time from July 1 of each year through June 30 of the following year.
- (f) "Sending Corporation" shall mean a school corporation which has students enrolled in a career and technical education programs operated by another school corporation.
- (g) "Operating Corporation (or Host Corporation)" shall mean a school corporation which operates joint programs and permits students from other school corporations to enroll in said programs.
- (h) "Participating Corporation" shall mean a school corporation which is a party to this agreement.
- (i) "Joint Program" shall include any career and technical program operated by an individual school corporation and attended by students from two (2) or more school corporations.

**Article I. Authority of the Agreement**

This agreement is entered into pursuant to the provisions of IC 20-26-10 which authorizes two or more local school corporations to engage in joint programs for joint purchases and/or for the joint employment of personnel.

**Article II. Scope of the Program**

It shall be the primary purpose and intent of this joint service agreement to provide for the area administration and operation of joint programs in career and technical education in accordance with state regulations, Comprehensive Local Plan (federal) and policies established by the Executive Board. Current joint programs (programs serving students from two (2) or more school corporations), as of July 1, 2024 including the following:

- Auto Services Technology
- Business Administration
- Construction Trades
- Cosmetology
- Criminal Justice
- EMT
- Fire & Rescue
- Industrial Career Academy
- Information Tech Support (formerly Cybersecurity)
- Pre-Nursing
- Radio/Television
- Welding Technology

**Article III. Administrative Provisions**

**Part A. Administering School Corporation**

The administering school corporation (local educational agency or LEA) for the West Central Administrative Budget and District 23 Comprehensive Local Plan shall be the Crawfordsville

Community School Corporation. As administrative and fiscal agent for the joint service program, it shall maintain the Joint Service and Supply Fund for each funding source and receive and disburse in accordance with recommendations of the Executive Board and its Director.

**Part B. Division**

The West Central Indiana Career and Technical Education Cooperative shall be operated as one Division. The programs operated as joint area programs shall be operated in accordance with the recommendations and policies set out by the Executive Board.

**Part C. Executive Board**

The Executive Board shall be composed of the superintendent (or designee) from each of the four (4) corporations that comprise the West Central Indiana Career and Technical Education Cooperative. The basic functions of the Executive Board shall include: hiring, evaluation, financial oversight and final budget approval, dismissal of administrative office staff members employed under the joint agreement, approval of the administrative, joint programs and Comprehensive Local Plan (federal) budgets, review the need for expanding, modernizing or eliminating career and technical education programs, and adoption of other policies and provisions necessary for the operation of career and technical education programs and services through the cooperative.

One (1) member of the Executive Board shall be appointed as President whose primary responsibilities are to: work closely with the Director and LEA Superintendent as needed; conduct/facilitate meetings of the Executive Board; represent Executive Board or appoint other representatives as needed for special committees; coordinate the annual evaluation of the Director; and, serve on the budget and/or other special committees which may be needed to carry out the intent of this agreement.

The Executive Board shall meet regularly at a location determined by the members. Each participating school corporation shall have one vote in matters pertaining to the Executive Board. A quorum of three (3) members of the Executive Board members (or their designee) must be present to conduct official business. In conducting business of the Executive Board, a binding vote will be the majority vote of the members (or their designee) in attendance and voting. Regarding annual budgets three (3) out of the four (4) school corporations must approve.

**Part D. Staff Personnel**

The matter of recruitment, screening and possible dismissal of West Central office staff members employed under the joint agreement shall be the initial responsibility of the Executive Board to the LEA. These staff members are listed below:

- Director of Career and Technical Education – Full-Time Position
- Student Success Coordinator – Full-Time Position (25% Admin funds, 75% Perkins funds)
- Work-Based Learning Coordinator – Full-Time Position (40% Perkins funds, 60% Ascend funds)
- Administrative Secretary – Part-Time Position

**Part E. Director of Program**

The director is responsible to the Executive Board. This person shall report to this governing board on a regularly scheduled basis. The director shall have the authority of an assistant superintendent in all matters pertaining to career and technical education. The director shall be compensated and shall abide by the personnel policies and procedures adopted by the Crawfordsville Community School Corporation.

The Director shall perform all duties as set forth in a job description provided by the Executive Board.

**Part F. Student Success Coordinator**

The Student Success Coordinator will be responsible for supporting student success across the CTE district and initiatives, including career development planning, post-secondary preparation, industry certification assistance, and post-graduation follow-up. Additionally, this position will oversee the planning and implementation of various programs and events aimed at enhancing student achievement and engagement. This position reports to the Director.

**Part G. Work-Based Learning Coordinator**

The Work-Based Learning Coordinator will oversee and support WBL activities across the CTE district, including both shared programs and partner high schools, as well as the development of a youth apprenticeship program. This position will directly oversee the planning and implementation of various programs and events aimed at increasing WBL experiences through activities and events such as Capstone placement support, a job fair, district/program advisory boards, guest speaker/field trip coordination, online management platform implementation, and streamlining the on-boarding process for students and industry partners. This position reports to the Director.

**Part H. Administrative Secretary**

The Administrative Secretary will provide support to the CTE office staff by managing a variety of administrative tasks including daily attendance, ordering and document filing, and monthly newsletter distribution. Additionally, the position will provide assistance to annual events and various projects and activities within the CTE district. This position reports to the Director.

**Article IV. Student Eligibility**

- a. West Central Indiana Career and technical Education programs are available to all students meeting enrollment criteria, regardless of sex, gender, race, creed, religion or national origin.
- b. A student shall be determined by the principal (or designee) to be eligible for a joint career/technical program that: 1) pre-requisites, if any, have been met; 2) high school plan, requirements and schedule permits such enrollment; 3) designated student fees have been paid; 4) appropriate transportation is provided or available to the student; and, 5) space is available.
- c. Students from sending school corporations may attend the career and technical education programs of an operating corporation according to the program requirements and shall spend any remainder of their daily educational program in their own sending school corporation. Under certain circumstances, sending school students may enroll in academic classes offered by the school operating that student's career and technical education program.
- d. Each student of a sending corporation attending the operating corporation's career or technical programs shall be considered as a full-time student of the sending school corporation for any and all purposes. Such students, however, shall be subject to the rules and regulations of the operating corporation and/or the West Central Career and Technical Educational Cooperative while in attendance at a career or technical education program.



- e. It shall be the responsibility of each sending school corporation to select those students who are to attend the operating corporation's career and technical education programs.
  
- f. Acceptance of students from other school corporations. After all member school corporations have been given an opportunity to enroll students in a given program, the operating school corporation for a program may enroll students from other school corporations to fill any remaining slots provided that conditions 1-4 are met:
  - 1. The student must be enrolled at a school corporation that is a member of another Career and Technical Education Area District as assigned by the State of Indiana.
  - 2. Prior to enrollment, the appropriate Director and/or Governing Board President as well as the student's home school corporation must approve of the special arrangement.
  - 3. Students from other corporations enrolled on official DOE count day shall be billed an annual tuition rate calculated as follows: Total budgeted program cost per student as approved by the Executive Board plus \$1000 for administration and overhead. Tuition for these students will be billed by September 1<sup>st</sup> of each school year. Revenue received from other corporations for these students will be deducted from the appropriate budgets (administrative and joint program) and reflected in the final program billing for a given school year.
  - 4. Once accepted for enrollment, students will be subject to the same rules, regulations, calendar, and other requirements established by the "host" school corporation for our own students.
  
- g. Acceptance of homeschools students in CTE programs. After all member school corporations have been provided an opportunity to enroll students in a given program, homeschooled students may enroll to fill any remaining spots provided the conditions 1-4 are met:
  - 1. The student must be enrolled in a homeschool program. Students may not be enrolled in an online public school hosted by non-participating corporation.
  - 2. Prior to enrollment by the end of the second full week of the school year, the appropriate Director and/or Governing Board President as well as the Superintendent of their district of residence, must approve the special arrangement.
  - 3. Homeschooled students shall be billed an annual tuition rate calculated as follows: Total budgeted program cost per student as approved by the Executive Board; any textbook costs and fees associated with the program; transportation; plus \$1000 for administration and overhead. Tuition for these students will be billed by September 1<sup>st</sup> of each school year. Revenue from homeschooled enrollments will be deducted from the appropriate budgets (administrative and joint program) and reflected in the final program billing for a given school year.
  - 4. Once accepted for enrollment, students will be subject to the same rules, regulations, calendar, and other requirements established by the "host" school corporation for our own students.

**Article V. Transportation**

It shall be the responsibility of the sending school corporation to determine local policies regarding student transportation to and from joint career and technical education programs.

**Article VI. Financial Provisions**

**Part A. Equal Shares of Administrative Budget**

Personnel costs, benefits, office supplies, contractual services, communications, travel, equipment, etc. for the Administrative Office will be purchased through the Joint Service and Supply Account.

Each participating school corporation will be obligated to pay ¼ of the joint services and supply fund (administrative budget). The net cost to each school corporation shall be determined in the following manner:

Amount of Approved Administrative Budget	
Less:	Administrative Deductions from Applicable Grants
Plus:	Supplemental Administrative Cost by LEA
Plus:	Over expenditure of Administrative or Federal Budget
Equals:	Net Total Cost of Administration Divided by four (4)
Equals:	Cost per School Corporation (billed by LEA)

**Part B. Joint Program Budgets**

For joint programs, all costs of programs (with budgets approved by Executive Board) shall be billed to sending school corporations depending upon total program enrollment by LEA. The net cost to each school corporation shall be determined in the following manner:

Amount of Approved Joint Program Budget	
Divided by:	Number of Students Enrolled
Equals:	Net Total Cost per Student
Multiplied by:	Total Enrollment of Students from Sending School Corporations
Equals:	Cost per School Corporation (billed by LEA)

Joint Program Billing

It is the responsibility of the LEA to bill the sending school corporations according to the following billing schedule:

Initial Invoice:	October 15, 2024 (due within 30 days)
Second Invoice:	February 1, 2025 (due within 30 days)
Reconciliation:	no later than June 30, 2025 (if program over expends approved budget, final payment will be due July 31, 2025; credits for underspent programs will be sent no later than July 31, 2025)

Personnel Costs Incurred by Host Corporations

It is the responsibility of the Host Corporation to submit a reimbursement of personnel expenses to the LEA with supporting documentation of actual cost expended. Reimbursement requests should be submitted no less than on a bi-monthly basis. Final reimbursement requests for the 2024-25 school year should be submitted no later than May 31, 2025, and should account for personnel costs

to be paid out through the end of the teacher's contract with the Host School. All payments will be issued after approval by the LEA's School Board of Trustees.

**Part C. Contracted Program (Cosmetology)**

As approved through Executive Board action, Director will negotiate an agreement and costs on an annual basis and present recommendations to the board. Superintendents (or designee) from school corporations sending students to the cosmetology program shall approve payment amounts on an annual basis.

**Article VII. Duration of Agreement**

This agreement shall become effective when signed by each participating school corporation superintendent (or designee) and shall replace all previous agreements for West Central Indiana Career and Technical Education cooperative. This agreement shall remain in effect until such time as it is revoked by each respective school corporation. Revocation of the agreement by any given school corporation does not make the agreement any less binding on the remaining participating school corporations.

Withdrawal from the agreement by any participating school corporation may be done following the close of a given school year provided that notification of withdrawal has been given to the administering corporation by April 1 of the year prior to the withdrawal. (This in effect makes a fifteen month notice of withdrawal.) Requests to withdraw from the agreement must be submitted to each participating board by January 1 prior to the April 1 deadline of notification of withdrawal.

**Article VIII. New Members**

Any school corporation wishing to become a member of the West Central Career and Technical Education cooperative may do so by filing an application with the Executive Board by January 1 proceeding the school year when the membership will take effect. Upon receipt of the application, the Executive Board shall vote to determine whether to accept the applicant school corporation. Such corporation shall be admitted to the West Central Indiana Career and Technical Education Cooperative only after three (3) out of Four (4) affirmative votes of the Executive Board.

**Article IX. Amendments to Agreement**

Amendments to the agreement, except with regard to its duration, may be made at any time when written and subscribed to by each participating school corporation.

**Article X. Execution of Agreement**

This agreement is executed for and on behalf of the Board of School Trustees of each participating school corporation by its respective superintendent (or designee), each of whom has been authorized by their respective boards.

**School Corporation**

**Superintendent**

**Date**

Crawfordsville Community School Corp.(LEA)

\_\_\_\_\_  
Dr. Rex Ryker

North Montgomery Community School Corp.

\_\_\_\_\_  
Dr. Colleen Moran

South Montgomery Community Schools

\_\_\_\_\_  
Dr. Stephanie Hofer

Western Boone County Community Schools

\_\_\_\_\_  
Mr. Rob Ramey

## Not for Profit Lease Agreement

### Crawfordsville Redevelopment Commission—West Central CTE Cooperative

#### 2255 Phil Ward Boulevard, Crawfordsville, Indiana

This Not-for-Profit Lease Agreement is between the Crawfordsville Redevelopment Commission (“Commission”), as landlord, and West Central Indiana Career & Technical Education Cooperative (“West Central CTE”), as tenant.

#### Background

- The Commission owns the classroom and office building at 2255 Phil Ward Boulevard, Crawfordsville, Indiana 47933, and desires to lease part of the premises, comprising approximately 9690 square feet, (“Leased Premises”) to West Central CTE.
- West Central Indiana Career & Technical Education is a not-for-profit cooperative of Crawfordsville, North Montgomery, Southmont, and Western Boone School Corporations. West Central CTE offers hundreds of students the opportunity form career guidance and workplace readiness through career and technical programs and Work-Based Learning opportunities in Montgomery and Boone counties.
- Commission agrees to lease to West Central CTE and West Central CTE agrees to lease from Commission approximately 9690 square feet of the classroom and office space for the purposes of offering and administering both career and technical education courses to Montgomery and Boone county students, as well as adult educational courses and programs.

West Central CTE therefore agrees to lease the Leased Premises from Commission under the following terms and conditions:

#### Terms and Conditions

1. **Leased Premises.** The Commission leases to West Central CTE and leases from the Commission, upon and subject to the terms and provision of this Lease, approximately 9690 square feet of the building located at 2255 Phil Ward Boulevard, Crawfordsville, Indiana (the “Building”) along with associated parking from approximately 100 vehicles, as shown in *Exhibit A* (the “Real Estate”), which is attached to and made a part of this Lease Agreement. The leased real estate includes all improvements shown in Exhibit A and all easements and appurtenances belonging to the Real Estate. The Real Estate, the Building, other improvements, easements, and appurtenances shown in Exhibit A are referred to as the “Leased Premises” in this Lease.
2. **Rent and Utilities.** Commission will pay all utilities of the Leased Premises, and West Central CTE is not responsible for paying Commission any rent.
3. **Use Disputes.** If any dispute should arise between any co-tenant, West Central CTE promises and agrees that if the dispute cannot be amicably worked out between the disputants the dispute will be brought to the Mayor of Crawfordsville for an informal arbitration and the Mayor’s decision on the matter will be final.
4. **Term.** The term of this lease will be for a period of one year beginning July 1, 2024 and ending June 30, 2025.
5. **Renewal.** This lease will automatically renew for an additional one-year term for 2025-2026 and each one-year term thereafter. Commission or West Central CTE may terminate this Lease with at least 60 days’ written notice to the other party. Adjustments to the terms and conditions of this Lease may be negotiated.

6. **Possession.** West Central CTE may have possession of the Leased Premises upon execution of this Agreement. West Central CTE will have uninterrupted possession if West Central CTE keeps all the remaining terms and conditions of this Lease until the end of this Lease.
7. **Alterations.** West Central CTE may not make any alterations, changes, replacements, improvements or additions to the Leased Premises at any time, unless West Central CTE first obtains Commission's prior written consent. Commission will not be required to furnish any services or facilities or to make any improvements, repairs, replacements or alterations in or to the Leased Premises.
8. **Property Loss.** West Central CTE acknowledges that Commission is not responsible for any damage to West Central CTE's property or the property of West Central CTE's invitees, licensees, or clients caused by any act or omission of West Central CTE or West Central CTE's clients and not caused by Commission.
9. **Commission Access.** Commission or any of its agents may enter the Leased Premises to examine the same to make such repairs, additions, or alterations as deemed necessary for the safety, comfort, or preservation thereof, or of the building. The right of entry will likewise exist to remove placards, signs, fixtures, alterations or additions which do not conform to this Agreement or to the rules and regulations of the building.
10. **Insurance.** West Central CTE agrees to procure and maintain during any term of this Lease a policy or policies of insurance written by a responsible insurance company or companies that may be written to include the Leased Premises in conjunction with other premises owned or operated by West Central CTE:
  - 10.1 **Liability Insurance.** Comprehensive general liability insurance, insuring the Commission and West Central CTE from any and all losses, claims, demands, or actions for injury to or death of any one or more persons in any occurrence arising from West Central CTE's conduct and operation of its business in, on, or about the Leased Premises. The total insurance protection provided under the such policy or policies for personal injury may not be less than \$1,000,000 total and \$500,000 per occurrence, and the total insurance protection provided under the policy or policies for damage to property may not be less than \$200,000. Commission must be specifically named as an additional insured on such policy or policies of insurance. West Central CTE must immediately provide Commission written proof of such insurance coverage and West Central CTE must promptly make a claim for any covered loss. West Central CTE may obtain and maintain any other insurance that West Central CTE desires on the Leased Premises or on the personal property at West Central CTE's sole option and expense.
  - 10.2 **Fire Insurance.** Fire and extended coverage and sprinkler-leakage insurance, if applicable, for the full cost of replacement of West Central CTE's property; and
  - 10.3 **Worker's Compensation.** Worker's compensation insurance in the required statutory amounts.
  - 10.4 **Non-Coverage.** It is understood that Commission's insurance will cover none of the West Central CTE's personal property maintained on the Leased Premises.
  - 10.5 **Waivers of Subrogation.** Commission and West Central CTE agree that, if loss occurs due to any of the perils for which they have provided insurance; each party will look solely to its insurance carrier for recovery. Commission and West Central CTE grant to each other, on behalf of any insurer providing insurance to either of them regarding the Leased Premises, a waiver of any right of subrogation that any insurer of one party may acquire against the other by payment of any loss under such insurance. Each party will furnish to the other upon request a copy of the endorsement to its insurance policy setting out the waiver of subrogation.

11. **Indemnification.** West Central CTE agrees to release, defend, indemnify, and hold Commission harmless from liability resulting from damage or injury to those persons who are invitees or guests of West Central CTE while they are at or near the Leased Premises caused by the negligence of the West Central CTE, its officials, employees, or agents. West Central CTE does not agree to release, defend, indemnify, or hold Commission harmless from liability resulting from Commission's acts or omissions.

12. **Default and Remedies:**

12.1 **Time is of the essence to perform this Lease.**

12.2 **Event of Default.** Any of the following events will be an "Event of Default" under this lease agreement:

- (A) Failure of West Central CTE to observe or perform one or more of the other terms, conditions, covenants or agreements (non-rent matters) of this Lease for five business days after written notice specifying such failure has been delivered to West Central CTE;
- (B) West Central CTE's abandonment of the Leased Premises;
- (C) If this Lease is transferred to or assigned to or subleased to or passes to or devolves upon any person or entity except in a manner permitted by this Lease; or
- (D) If a levy under execution or attachment is made against West Central CTE or West Central CTE's assets and such execution or attachment is not immediately vacated or removed by court order or decree.

12.3 **West Central CTE's Right to Cure.** If any default is made as specified in subsection 12.2 or if any default in performing or complying with any other lease term or condition, this lease agreement, at Commission's option may be immediately terminated and forfeited. Commission may re-enter the Leased Premises and request that all persons vacate the Leased Premises. Commission, however, must give the West Central CTE written notice of any default or breach and Commission's termination and forfeiture will not result if, within thirty calendar days of receipt of such notice, West Central CTE has corrected the default or breach or has taken reasonable action to rectify the situation within a reasonable time.

12.4 **Attorneys' Fees and Court Costs.** If either party must seek the services of legal counsel, or court intervention, to encourage the defaulting party to comply with this Lease, the defaulting party must pay the non-defaulting party's legal expenses, including court costs and reasonable attorney's fees.

13. **Notices.** All notices under this lease agreement, or which may be given by either party to the other, will be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties:

**If to the Commission:**

Crawfordsville Redevelopment Commission  
ATTN: Todd D. Barton, Mayor  
300 East Pike Street  
Crawfordsville, Indiana 47933, and

**If to West Central CTE Cooperative:**

West Central Indiana CTE Cooperative  
ATTN: \_\_\_\_\_  
One Athenian Drive  
Crawfordsville, Indiana 47933

J. Kent Minnette, Commission Attorney  
105 North Washington Street  
Crawfordsville, Indiana 47933

14. **Waiver of Breach.** No failure by Commission to insist upon the strict performance of this Lease or any Lease term or condition contained, will be a waiver of any subsequent insistence of strict performance.
15. **Termination.** At the termination of this Lease West Central CTE will peacefully surrender possession of the Leased Premises. West Central CTE may remove all of its equipment, furniture, personal property, cabinets and trade fixtures. Any damage caused by the removal of possessions will be returned to original state at West Central CTE's expense. The Commission reserves the right to return the Leased Premises to its original state and charge West Central CTE for the cost.
16. **Entire Agreement.** This Agreement represents the entire agreement between the West Central CTE and Commission. There are no other written or oral agreements between the West Central CTE and Commission relating to this Agreement. No waiver, modification, or amendment of any Agreement term, condition, or provision will be valid or have any force or effect unless made in writing and signed by the parties to this Agreement.
17. **Applicable Law.** This Agreement is governed by and interpreted under the laws of Indiana without giving effect to the provisions, policies, or principles relating to choice of law or conflicts of law.
18. **No Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld. A party's contracting with subcontractor is not considered an assignment.
19. **Successors and Representatives.** This Agreement binds and inures to the benefit of the West Central CTE and Commission and their respective heirs, personal representatives, successors, and (where permitted) assignees.
20. **"Including".** Unless the context requires otherwise, the term "including" means "including but not limited to."
21. **Headings.** Headings are for convenience only and do not affect interpreting this Agreement.
22. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of it remains fully enforceable.
23. **Effectiveness; Date.** This Agreement will become effective when both the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

**Crawfordsville Redevelopment Commission**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Virginia Servies, President

Attest:  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

**West Central CTE Cooperative**

Date \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_



Attest:

By: \_\_\_\_\_  
\_\_\_\_\_

**—End of Lease Agreement—**

**WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION**

**2025 BUDGET RESOLUTION**

WHEREAS, the Trustees of the Western Boone County Community School Corporation are required to advertise the 2025 Budgets six months prior to implementation.

AND WHEREAS, expenditure calculations used to prepare the budget and establish tax levies and rates for advertisement are projections of events that may take place over the next eighteen months,

AND WHEREAS, the Trustees of the Western Boone County Community School Corporation wish to impose the most appropriate tax rate on their patrons to ensure appropriate levies to fund the school budget.

THEREFORE, BE IT RESOLVED that the Trustees grant the appropriate authority to Mr. Rob Ramey, Superintendent, to lower appropriation balances where needed to more accurately reflect necessary expenditures, July 1 through December 31, 2024, on School Budget Form 4B – Line 5.

Adopted this 12<sup>th</sup> day of August, 2024.

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Shane Steimel, President  
Board of School Trustees  
Western Boone School Corporation

Attest:

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Dennis Reagan, Secretary  
Board of School Trustees  
Western Boone School Corporation

Fund Appropriation Reduction Amount

<u>Education</u>	<u>\$</u>
<u>Debt</u>	<u>\$</u>
<u>Operations</u>	<u>\$</u>

August 4, 2024



Mr. Rob Ramey, Superintendent  
Western Boone Community Schools  
1201 North State Road 75  
Thorntown, IN 46071-9229

**RE: Western Boone / High School Tennis Court Replacement**  
*Site-Civil Design, Engineering, Bidding Support, and Construction Phase Assistance*

Dear Rob:

Thank you for the opportunity to meet with your leadership team last week. It was a pleasure to learn more about your goals for reinvesting in the High School tennis facility. Context Design has a deep portfolio of athletics planning and design experience. We certainly appreciate the chance to bring that experience and knowledge to bear in serving the school corporation.

Context's technical design work will encompass site planning, court organization and layout, court equipment and netting, athletic surfaces, coatings, striping, fencing and gates, pedestrian pavements, and landscape treatments. Additionally, we will help master plan the best location for a future entrance gateway to the athletics complex and hold a space for a future hospitality building. Our civil engineer for the project will focus on demolition, excavation, grading, drainage, detention, erosion control, and stormwater permitting required to develop tennis courts in the proposed campus location.

Based upon our preliminary meeting, Western Boone Schools has asked Context to both lead the design and engineering process, as well as administer the bid advertising, bid procurement, contract development, and construction phase observation.

#### Scope of Services

The following additional assumptions inform our anticipated work on this project.

- Western Boone Schools will contract all digital topographic survey information, in AutoCAD format, and geotechnical reports for our use during design and construction documents. Context will coordinate survey and geotechnical quotes on the Owner's behalf. Once quotes are authorized to proceed, the surveyor and geotechnical agency, respectively, will contract with Western Boone Schools directly.
- Context Design will lead the project administratively, including coordination of regulatory reviews and distribution of drawings required during the jurisdictional approval and public notice process. Context will participate in meetings as described in the scope that follows, plus attend additional meetings on a Time & Material basis.
- Western Boone Schools will provide timely guidance to Context regarding changes in scope or funding priorities that may change the nature of the drawings, phasing, or permitting process. Changes beyond the control of Context requiring rework may be subject to fee adjustments.

#### Project Deliverables

Based on the scope understood as of the date of this proposal, Context will provide the following deliverables:

##### PRELIMINARY DESIGN

- a) Develop concept options as outlined in email correspondence and Board exhibits.
- b) Engage administrators, athletic directors, coaches, and stakeholders to validate project priorities and specific goals.
- c) Refine preliminary layout of markings, orientation, spectator seating options, circulation, and access.
- d) Develop stormwater and infrastructure strategies to serve the proposed improvements.
- e) Coordinate with potential product vendors to identify best-value options for products, materials, finishes, and warranties that add value to the Owner.

- f) Coordinate with Western Boone Schools to identify potential cost-saving alternatives, if any.
- g) Attend up to two (2) Stakeholder Sessions in Thorntown during this phase of work.
- h) Participate in any necessary virtual meetings with Western Boone team to synchronize intent.

**FINAL DESIGN / CONSTRUCTION DOCUMENTS**

- a) Provide complete Working Drawings for the site development scope, including:
  - i. Site Layout Plans, Court Plans & Profiles, Tennis Equipment & Furnishings, Spectator Seating, Fencing & Gate Systems, and Landscape Treatments.
  - ii. Site Demolition Plans, Tennis Court Plans & Profiles, Grading & Drainage Plans, Erosion Control Plans, and SWPPP Plans.
  - iii. Enlarged Site Plans as necessary to depict project intent.
  - iv. Site Construction Details and Sections that articulate constructability.
- b) Produce detailed written Technical Specifications for Context's scope elements.
- c) Author Front-End specifications, Bid Form(s), and other project manual documentation on behalf of the Owner. We understand that the Owner will facilitate publication of legal notices/advertisements authored by Context.
- d) Attend up to one (1) Regulatory Coordination Meeting in Boone County.
- e) Attend up to one (1) Stakeholder Session with athletic directors and/or coaches.
- f) Participate in any necessary virtual meetings with Western Boone team to synchronize deliverables.

**BIDDING / CONSTRUCTION PHASE SUPPORT**

- a) Conduct a Pre-Bid Meeting with Western Boone Schools representatives and prospective bidders.
- b) Answer contractor questions and prepare corresponding addendum items.
- c) Gather, analyze, and summarize bids for consideration by Western Boone Schools.
- d) Author a Recommendation Letter for Board action.
- e) Prepare a Construction Agreement between Owner and Contractor.
- f) Conduct a Pre-Construction Meeting with Western Boone Schools representatives and the successful bidder.
- g) Review shop drawings and submittals.
- h) Provide up to five (5) site visits to review the progress and quality of work during active construction periods, including the final inspection to establish substantial completion and provide a final written list of punch list items.
- i) Email field reports and site photos outlining observations made during each site visit.

**Fee Schedule**

Professional Fees for the services outlined above shall be invoiced in Lump Sum amounts as follows, plus reimbursable expenses at a 1.1 multiplier of actual cost incurred. Base mileage rate shall adhere to current IRS published data.

<u><i>Due Diligence</i></u>		
Site Analysis, Survey & Geotechnical Quote Coordination	\$0	
<b>subtotal</b>		<b>No Charge</b>
<u><i>Tennis Design and Engineering Phase</i></u>		
Preliminary Design	\$17,000	
Final Design / Construction Documents	\$45,000	
<b>subtotal</b>		<b>\$62,000</b>
<u><i>Coordination Meetings and Permitting</i></u>		
Coordination & Meetings	\$4,400	
Permitting Support		<b>\$2,800</b>
<b>subtotal</b>		<b>\$7,200</b>
<u><i>Implementation Phase</i></u>		
Bidding Support	\$2,800	
Construction Phase Support / Office-time	\$6,500	
Construction Phase Support / Field-time and Site Visits		\$6,500
<b>subtotal</b>		<b>\$15,800</b>
<b>Base Services</b>		<b>\$85,000</b>
Estimated Reimbursables		\$2,000

### Supplemental Services

In addition to the Base Services described above, Context may be asked by Western Boone to provide Additional Services during this project. Should you authorize such services, Context is amenable to negotiating an adjustment to our Lump-Sum fee basis or working at the following Hourly-fee rates:

Principal	\$165.00/hour
Project Landscape Architect	\$150.00/hour
Senior Designer	\$140.00/hour
Designer	\$130.00/hour
Production Support	\$115.00/hour
Administrative Support	\$85.00/hour

No supplemental work will be performed without your prior written approval. Supplemental Services may include scope such as follows:

- *Additional Bidding Assistance, Additional Construction Visits, Hand-selection of Trees, etc* can be provided at your request, beyond the services described above, at published hourly rates.
- *Additional Review Meetings, Zoning, Re-Zoning, Entitlement Assistance, and/or LEED Coordination* requiring participation by Context can be provided at your request, beyond the core services described above, at published hourly rates.
- *Design Layout and/or Detailing Rework* can be provided on a Time & Material basis when deviations to the plans occur beyond Context's control.
- *Record Drawings* can be provided at your request, beyond the core services described above, at published hourly rates. As you know, preparing accurate digital record drawings requires extensive and complete hand-written markups by the Builder throughout the implementation process.

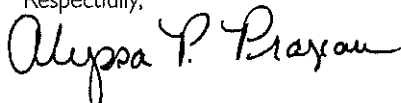
### Terms of Agreement

We anticipate the attached Standard Terms & Conditions will apply to this project and form an integral part of this Agreement. Please return one executed copy of this Agreement to our office for record purposes. Context will forward a current Certificate of Insurance for Western Boone Schools records defining our limits of coverage for this project.

Payment in full will be due upon completion of each phase of the work, or upon receipt of a monthly invoice for work to date, if any phase of work extends beyond thirty (30) days.

We look forward to working with you on this and future projects!

Respectfully,



CONTEXT, LLC  
Alyssa P. Prazeau, PLA, ASLA, CLARB  
Managing Partner

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Authorized Representative \_\_\_\_\_ date \_\_\_\_\_  
Western Boone Community Schools

**STANDARD TERMS AND CONDITIONS** form an integral part of the Agreement for the referenced Project; **High School Tennis Replacement for Western Boone Community Schools in Thorntown, Indiana.**  
CONTEXT, LLC *Landscape Architecture*

1. **INSURANCE:** The Consultant shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Consultants' services under this agreement.

2. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of three (3) times the Consultant's fee for any claim arising out of the Consultant's negligence.

3. **PAYMENT TO THE CONSULTANT:** If the Client fails to make monthly payments due the Consultant, the Consultant may, after giving seven days written notice to the Client, suspend services under this Agreement and retain all work products deliverable to the Client until full payment. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Contractors or based on Contractor's performance.

4. **OPINION OF CONSTRUCTION COSTS:** Any opinion of construction cost prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Client.

5. **OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of the Consultant for this Project shall remain the property of the Consultant and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of the Consultant by the Client for any extensions of the Project or for any other project without the written permission of the Consultant shall be prohibited.

6. **REIMBURSABLE EXPENSES:** Reimbursable expenses include actual expenditures made by the Consultant, his/her employees or his/her sub-consultants on behalf of the project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with a project; long distance telephone calls; overnight or express mail; photographic development and supplies; couriers and fees paid for testing and/or for securing approval of authorities having jurisdiction over this Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications; (c) expenses related to sub-consultants and specialists when authorized by the Client. Mileage shall be billed at the federal

standard rate determined by the IRS. All reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the Consultant.

In-house plotting, printing and reproduction will be billed as follows:

Black & White Drawing Plots	\$0.25/sf
Color Drawing Plots	\$3.00/sf
Black & White Prints (8.5x11)	\$0.15 each
Black & White Prints (11x17)	\$0.30 each
Color Prints (8.5x11)	\$0.75 each
Color Prints (11x17)	\$1.50 each

7. **CONSTRUCTION PHASE SUPPORT:** Should the Client authorize construction installation based on the plans provided under this Agreement without project observation, review of Contractor's performance, and/or construction phase services by the Consultant, the Client assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against the Consultant that may be in any way connected thereto.

8. **EXISTING AND HIDDEN CONDITIONS:** A condition is hidden if existing finishes or features conceal it or if it cannot be investigated by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant will notify the Client, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.

9. **DISPUTE RESOLUTION:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

10. **CHANGES IN SCOPE OF SERVICES:** In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval.

For services not included in this Agreement, Additional Compensation shall be computed using the following hourly rates indicated within the Fee Letter.

## **EDUCATION & OPERATION FUND COMPARISON REPORT**

As of July 31, 2024, the Education Fund cash balance was \$4,787,233. The Education Fund expenditures for July 2024 were \$649,606. As of the end of July 2024, a total of 50% of the 2024 appropriation was expended.

As of July 31, 2024, the Operation Fund cash balance was \$4,184,763. The Operation Fund expenditures for July 2024 were \$455,483. As of the end of July 2024, a total of 48% of the 2024 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>2024 YTD Interest Earned</u>
Home National Bank	\$317,880.29 Interest
Raymond James	\$18,941.58 Income
Raymond James	\$35,594.24 Change in Value
North Salem State Bank	\$20,651.81 Interest

FYI: The July 2024 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site