



BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
November 11, 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 October 14, 2024, School Board Meeting.

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

- **TEACHER CONTRACT – Public Hearing**

- The board president entertained a motion to open the Teacher Contract Hearing

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 6-0

- The board president entertained comments regarding the Teacher Contract

No public comment was provided.

- The board president entertained a motion to close the Teacher Contract Hearing

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

- **SUPERINTENDENT CONTRACT – Public Hearing**

- The board president entertained a motion to open the Superintendent Contract Hearing

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

- The board president entertained comments regarding the Superintendent Contract

No public comment was provided.

- The board president entertained a motion to close the Superintendent Contract Hearing

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

- **Lebanon Western Boone Joint Service Update**

- Mr. Ramey notified the school board that at the November 13, 2024 Joint Services meeting, the two schools would vote to dissolve Lebanon Western Boone Joint Services and take on special education services in house.

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**
ECA
Jaren Latham – 5th Grade Boys Basketball Volunteer Assistant Coach
- **Thorntown**
 - Gloria Arnold – Retirement – Custodial Supervisor effective November 15, 2024
 - William Wiley – Change in Position – Custodian to Custodial Supervisor effective November 8, 2024
- **Western Boone**
 - Victoria Goss – Employment – Part-time Cafeteria effective September 9, 2024
- **Western Boone Athletics**
 - Clayton Kinsler – 6th Grade Boys Basketball Volunteer Assistant Coach
 - Brian Buchanan – 6th Grade Boys Basketball Volunteer Assistant Coach
 - Kiara Conley – 8th Grade Boys Basketball Assistant Coach
 - Evelyn Kouns – Varsity Swimming & Diving Assistant Coach
- **Western Boone Transportation**
 - Kasey Dulin – Change in Position – Bus Monitor to Sub Bus Monitor effective August 7, 2024
 - John Hume – Employment – CTE Driver effective August 7, 2024
 - Nicole Lawson – Employment – P.M. Bus Monitor effective October 28, 2024
 - Kora Overbay – Resignation – Bus Monitor effective November 1, 2024
 - Kim Clanton – Employment – A.M. Bus Monitor effective November 5, 2024
 - Kyle Coolbaugh – Termination – Bus Mechanic effective November 6, 2024

Motion: Brian Gott, Second: Greg Hole, (Discussion), Vote: 6-0

- **BUSINESS**

- **2024-2025 Teacher Contract**
 - Superintendent Ramey recommended the Board approve the 2024-2025 Teacher master contract.

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

- **Administration Contracts**
 - Superintendent Ramey recommended the Board approve the Administrative 2024-2026 extended contracts.

Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 6-0

- **ECA – Non-Bargaining Unit**
 - Superintendent Ramey recommended the Board approve a 3% increase in stipends for Varsity Girls Basketball coach, Varsity Boys Basketball coach and Varsity Football coach.

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

- **Substitute Pay Increase**
 - Superintendent Ramey recommended the Board approve an increase for substitute teachers pay to \$105.00 for licensed individuals. For retired WBCCSC teachers, the daily rate of \$115 will remain the same. The new rate will be effective November 4, 2024.

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 6-0

- **Criminal History Reports BP – 1380**

- Superintendent Ramey recommended the Board approve the revised Board Policy 1380 Criminal History Report.

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

- **Investment of Corporation Funds in Transaction Accounts BP – 7025**

- Superintendent Ramey recommended the Board approve Board Policy 2025 the Investment of Corporation Funds in Transaction Accounts.

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

- **Jamestown Redevelopment Commission**

- Superintendent Ramey recommended the Board to table appointment to the Jamestown Redevelopment Commission.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 6-0

- **Non-Resident Student**

- Superintendent Ramey recommended the Board approve the following Non-Resident Student:
 - Amelia Hartman – Granville Wells, Grade 3rd, 2024-2025 school year.

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

- **Donations**

- Superintendent Ramey recommended the board approve the following Donations:
 - Granville Wells 5th Grade Boys Basketball received a \$1,000.00 donation from the Jamestown Lions Club.
 - Granville Wells Student Assistance and Christmas Gifts received a \$1,000.00 donation from George and Theresia Murray.
 - Western Boone Key Club received a \$750.00 donation from Kiwanis Club of Lebanon.
 - Western Boone Agriculture received an anonymous donation of \$100.00.

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

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

- Superintendent Ramey recommended the Board approve the field trips request for:
 - Laura Lawson – Volleyball State Finals November 8, 2024, to November 9, 2024
 - Riley Lerch – 7th and 8th Grade, Washington D.C. June 2, 2026, to June 5, 2026.

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

- **CLAIMS**

- The Chair entertained a motion to approve the claims for October 14, 2024, through November 11, 2024, as submitted.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 6-0

- **MONTHLY FINANCIAL REPORTS**

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

- **OTHER**

- **Conflicts of Interest Waiver**

- Superintendent Ramey recommended the Board approve the Conflicts of Interest waiver between WCCSC and Ice Miller.

- **Greater Jamestown Area Fund**

- Superintendent Ramey recommended the Board approve the reappointments of Rob Ramey and Les Hawkins to continue their positions on the Greater Jamestown Area Fund Board for the term beginning February 1, 2025, ending February 28, 2027.

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

- **ANNOUNCEMENTS**

- Fall Play – November 15, 2024, and November 16, 2024 at 6:30 P.M.
 - Western Boone School Corporation – Thanksgiving Break November 28, 2024, and November 29, 2024
 - Choir Concert – December 4, 2024 at 6:00 P.M.
 - Band Concert – December 11, 2024 at 7:00 P.M.
 - Congratulations to the volleyball team on their State Championship.
 - All three schools hosted Veterans Day programs today and all students attended.

- **ADJOURNMENT**

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

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Notice of Public Hearing

On Monday, November 11, 2024, at 7:00 p.m., the Board of School Trustees of the Western Boone County Community School Corporation will meet in regular public session in its Administrative Office, 1201 North SR 75, Thorntown, Indiana, to hear any public comments concerning a proposed new contract with its Superintendent. The new contract would run for the three-year period from July 1, 2024, through June 30, 2027, and contain the following terms:

- As is the case with the contract that has been in effect, the new contract would automatically be extended by one year each June 1st unless before that date either the School Board or Superintendent provides written notice to the other of the intent the term not be so extended.
- Retroactive to July 1, 2024, the Superintendent's annual salary shall be \$143,531. This is a three-percent increase in annual salary, which is the same percent of salary increase being approved for other administrators. The annual salary may be increased by the School Board during the contract term but may not be decreased without the Superintendent's agreement.
- The school's annual contribution to the Superintendent's 403(b) retirement plan shall be increased by \$500 to a total of \$8,950 per year. This is the same dollar increase as is being afforded other school administrators.
- The school's annual contribution to the Superintendent's 401(a) retirement plan shall remain at \$5,200, the same as the past.
- The Superintendent shall continue to participate in the corporation's group health insurance, vision/dental insurance, long-term disability and related fringe benefit plan on the same terms and costs as other administrative personnel except he would receive, as in the past, an additional \$100,000 in term life insurance coverage beyond the coverage provided for other administrators.
- The school corporation shall pay all of the statutorily-required Superintendent's annual contribution to the Indiana Teachers Retirement Fund.
- The Superintendent shall receive the use of corporation-owned motor vehicle.
- The contract will contain other non-monetary provisions consistent with school corporation policy and practice.

The complete proposed contract will be available for review at the public hearing and if approved will be posted on the School website.

The School Board anticipates taking final action on the contract at its next regular public meeting on December 9, 2024, at 7:00 p.m. in the Administrative Office.

Board of School Trustees
Western Boone County Community Schools

CRIMINAL HISTORY REPORTS

BP - 1380

To help ensure a safe environment and as required by state law effective July 1, 2009 and subsequently revised on July 1, 2016 and July 1, 2023, the Western Boone County Community School Corporation will obtain for each individual hired for employment that is likely to have direct, ongoing contact with children as a result of the individual's position an expanded criminal history check and an expanded child protection index check. This includes but is not limited to all persons receiving monetary compensation from the corporation. The expanded criminal history check and expanded child protection index check will be obtained by the corporation prior to the individual's employment but no later than three (3) months after the individual's employment begins. The individual will be responsible for the cost to the school corporation or designee for obtaining the expanded criminal history check and expanded child protection index check.

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

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

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

The school corporation, at no cost to the employee, may run expanded criminal history reports and child protection index checks as often as necessary on any school employee, entity's employee, or volunteer.

Any information obtained from any type of criminal history check is confidential and shall not be released or disseminated unless required to do so by law.

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

Per I.C. 20-26-5-11.2, a school corporation, state accredited nonpublic school, or entity may not employ or contract with, and shall terminate the employment of a contract with, an individual convicted of any of the following offenses:

- (1) Murder (IC 35-42-1-1).
- (2) Causing suicide (IC 35-42-1-2).
- (3) Assisting suicide (IC 35-42-1-2.5).
- (4) Voluntary manslaughter (IC 35-42-1-3).
- (5) Aggravated battery (IC 35-42-2-1.5).
- (6) Kidnapping (IC 35-42-3-2).
- (7) A sex offense (as defined in IC 11-8-8-5.2).
- (8) Carjacking (IC 35-42-5-2) (repealed).
- (9) Arson (IC 35-43-1-1).
- (10) Public indecency (IC 35-45-4-1(a)(3), IC 35-45-4-1(a)(4), and IC 35-45-4-1(b)) committed:
 - (A) after June 30, 2003; or
 - (B) before July 1, 2003, if the person committed the offense by, in a public place, engaging in sexual intercourse or other sexual conduct (as defined in IC 35-31.5-2-221.5).
- (11) Neglect of a dependent as a Class B felony (for a crime committed before July 1, 2014) or a Level 1 felony or Level 3 felony (for a crime committed after June 30, 2014) (IC 35-46-1-4(b)(2) and IC 35-46-1-4(b)(3)).
- (12) Child selling (IC 35-46-1-4(d)).
- (13) An offense relating to material or a performance that is harmful to minors or obscene under IC 35-49-3.

If an entity described in subsection (a)(4) obtains information that an individual employed by the entity who works at a particular school corporation, charter school, or state accredited nonpublic school has been convicted of an offense described in this subsection, the entity shall immediately notify the school corporation, charter school, or state accredited nonpublic school of the employee's conviction.

(c) After June 30, 2023, a school corporation, charter school, state accredited nonpublic school, or entity may employ or contract with an individual convicted of any of the following offenses if a majority of the members elected or appointed to the governing body of the school corporation, or the equivalent body for a charter school, approves the employment or contract as a separate, special agenda item, or if the school administrator of a state accredited nonpublic school informs the administrator's appointing authority of the hiring:

- (1) An offense relating to operating a motor vehicle while intoxicated under IC 9-30-5.
- (2) Reckless homicide (IC 35-42-1-5).
- (3) Battery (IC 35-42-2-1).
- (4) Domestic battery (IC 35-42-2-1.3).
- (5) Criminal confinement (IC 35-42-3-3).
- (6) Public indecency (IC 35-45-4-1(a)(1) or IC 35-45-4-1(a)(2)) committed:
 - (A) after June 30, 2003; or
 - (B) before July 1, 2003, if the person committed the offense by, in a public place, engaging in sexual intercourse or other sexual conduct (as defined in IC 35-31.5-2-221.5).
- (7) Contributing to the delinquency of a minor (IC 35-46-1-8).
- (8) An offense involving a weapon under IC 35-47 or IC 35-47.5.
- (9) An offense relating to controlled substances under IC 35-48-4, other than an offense involving marijuana or paraphernalia used to consume marijuana.

(d) An individual employed by a school corporation, charter school, state accredited nonpublic school, or entity described in subsection (a) shall notify the governing body of the school, if during the course of the individual's employment, the individual:

- (1) is convicted in Indiana or another jurisdiction of an offense described in subsection (b) or subsection (c); or
- (2) is the subject of a substantiated report of child abuse or neglect.

(e) A school corporation, charter school, state accredited nonpublic school, or entity may use information obtained under section 10 of this chapter concerning an individual being the subject of a substantiated report of child abuse or neglect as grounds to not employ or contract with the individual.

(f) A school corporation, charter school, state accredited nonpublic school, or entity is not required to consider whether information concerning an individual's conviction:

(1) requires the school or entity to:

(A) not employ; or

(B) not contract with; or

(2) constitutes grounds to terminate the employment of or contract with;

an individual under subsection (b) if the individual's conviction is reversed, vacated, or set aside.

(g) Nothing in this section prohibits a school corporation, charter school, state accredited nonpublic school, or entity from establishing procedures to verify the accuracy of the information obtained under section 10 of this chapter concerning an individual's conviction.

(h) A school corporation, charter school, or state accredited nonpublic school may not hire or contract with an individual:

(1) who is required to wear an ankle monitor as the result of a criminal conviction;

(2) who entered into an agreement to settle an allegation of misconduct relating to the health, safety, or well-being of a student at a school corporation, charter school, or state accredited nonpublic school, if the agreement included a nondisclosure agreement covering the alleged misconduct; or

(3) who, in an academic environment, engaged in a course of conduct involving repeated or continuing contact with a child that is intended to prepare or condition the child for sexual activity (as defined in IC 35-42-4-13);

unless a majority of the members elected or appointed to the governing body of the school corporation, or the equivalent body for a charter school, approves the hire or contract as a separate, special agenda item, or unless the school administrator of a state accredited nonpublic school informs the administrator's appointing authority of the hiring.

(i) For purposes of subsection (h), "misconduct relating to the health, safety, or well-being of a student" includes:

(1) engaging in a pattern of flirtatious or otherwise inappropriate comments;

(2) making any effort to gain unreasonable access to, and time alone with, any student with no discernable educational purpose;

(3) engaging in any behavior that can reasonably be construed as involving an inappropriate and overly personal and intimate relationship with, conduct toward, or focus on a student;

(4) telling explicit sexual jokes and stories;

(5) making sexually related comments;

(6) engaging in sexual kidding or teasing;

(7) engaging in sexual innuendos or making comments with double entendre;

(8) inappropriate physical touching;

(9) using spoken, written, or any electronic communication to importune, invite, participate with, or entice a person to expose or touch the person's own or another person's intimate body parts or to observe the student's intimate body parts via any form of computer network or system, any social media platform, telephone network, or data network or by text message or instant messaging;

(10) sexual advances or requests for sexual favors;

(11) physical or romantic relationship including but not limited to sexual intercourse or oral sexual intercourse;

(12) discussion of one's personal romantic or sexual feelings or activities;

(13) discussion, outside of a professional teaching or counseling context endorsed or required by an employing school district, of a student's romantic or sexual feelings or activities;

(14) displaying, sharing, or transmitting pornographic or sexually explicit materials;

(15) any physical contact that the student previously has indicated is unwelcome, unless such contact is professionally required, such as to teach a sport or other skill, or to protect the safety of the student or others;

(16) other than for purposes of addressing student dress code violations or concerns, referencing the physical appearance or clothes of a student in a way that could be interpreted as sexual; and

(17) self-disclosure or physical exposure of a sexual, romantic, or erotic nature.

Legal Reference: I.C. 20-26-5-10
I.C. 20-26-5-11.2

Date Adopted: 07/13/09
Date Revised : 07/18/16
11/11/24

INVESTMENT OF CORPORATION FUNDS IN TRANSACTION ACCOUNTS

BP - 7025

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

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

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

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

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

Investment Guidelines

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

A. Deposit Accounts

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

B. Suitable and Authorized Investments

Consistent with Indiana Code 5-13-9, the following investments will be permitted by this Policy:

- (1) Securities backed by the full faith and credit of the United States Treasury or fully guaranteed by the United States and issued by any of the following:
 - (A) The United States Treasury.
 - (B) A federal agency.
 - (C) A federal instrumentality.
 - (D) A federal government sponsored enterprise.
- (2) Securities fully guaranteed and issued by any of the following:
 - (A) A federal agency.

- (B) A federal instrumentality.
- (C) A federal government sponsored enterprise.

- (3) Municipal securities issued by an Indiana local governmental entity, a quasi-governmental entity related to the state, or a unit of government, municipal corporation, or special taxing district in Indiana, if the issuer has not defaulted on any of the issuer's obligations within the twenty (20) years preceding the date of the purchase in accordance with IC 5-13-9-2.
- (4) Money market mutual funds rated AAAM, or its equivalent, by Standard and Poor's Corporation or Aaa, or its equivalent, by Moody's Investors Service, Inc. in accordance with IC 5-13-9-2.5.
- (5) Repurchase agreements in accordance with IC 5-13-9-3.
- (6) Certificates of deposit in accordance with IC 5-13-9-4.
- (7) Certificates of deposit authorized by a resolution of the corporation in accordance with IC 5-13-9-5 and 5-13-9-5.3, which expands the list of approved financial institutions to include all Indiana depositories approved for the receipt of public funds according to the Indiana State Board for Depositories.
- (8) Local government investment pools in accordance with IC 5-13-9-11.

Consistent with Indiana Code 36-1-7, the corporation may pass a resolution to enter into interlocal cooperation agreements for the joint exercise of powers, including the investment of public funds.

C. Maximum Maturities

The corporation's investments must have a stated final maturity of not more than two years pursuant to IC 5-13-9-5.6. The corporation may adopt an ordinance, pursuant to IC 5-13-9-5.7, authorizing its Investment Officer to make investments having a stated final maturity that is more than two (2) years but not more than five (5) years after the date of purchase. The total investments of the corporation with maturities of two (2) to five (5) years outstanding at the time of purchase may not exceed twenty-five percent (25%) of its total portfolio of public funds invested, including balances in transaction accounts. Such ordinance expires on the date on which this Policy expires, which may not exceed four (4) years.

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

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

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

Date Adopted: 10/08/12

Date Adopted: 02/11/19

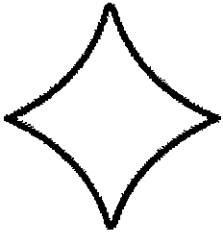
Date Adopted: 11/09/20

Date Adopted: 11/11/24



WorldStrides

(<https://worldstrides.com>)



Western Boone Jr Sr High School's 2026 Washington, D.C. Trip

Hi, this is Riley Lerch, and I'm excited to announce that I will be leading a group of Western Boone Jr Sr High School students on a WorldStrides program to Washington, D.C. On this once-in-a-lifetime adventure, students will explore our nation's most important historical sites and experience incomparable learning moments. This will be a trip that your child will be talking about for years to come! See below for important information about our program and email me at riley.lerch@webo.k12.in.us (<mailto:riley.lerch@webo.k12.in.us>) if you have questions!

REGISTER BY PHONE: 800-442-5333 (TEL: 800-442-5333)

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X AGREE & DISMISS

Dates

06/02/2026 to 06/05/2026

Price

\$1,043 Per student - Quad occupancy

\$1,098 Per adult - Double occupancy

Prices include \$50 discount when signing up by December 2nd, 2024 with an initial deposit of only \$115.

Pricing based on 45 students signing up for our trip.


Add on the Full Refund Program for only \$169. See below for details.

Trip ID

220803

Inclusions

- 3 Days and 3 Nights
- Transportation to & from Destination
- Hotel Accommodations
- Admission to all Attractions
- All Meals (unless otherwise stated)
- Course Leader
- Night Chaperone

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✕ AGREE & DISMISS

EDUCATION & OPERATION FUND COMPARISON REPORT

As of October 31, 2024, the Education Fund cash balance was \$4,763,387. The Education Fund expenditures for October 2024 were \$1,082,662. As of the end of October 2024, a total of 75% of the 2024 appropriation was expended.

As of October 31, 2024, the Operation Fund cash balance was \$2,922,428. The Operation Fund expenditures for October 2024 were \$489,769. As of the end of October 2024, a total of 70% 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	\$478,170.81 Interest
Raymond James	\$23,228.38 Income
Raymond James	\$49,268.10 Change in Value
North Salem State Bank	\$29,450.08 Interest

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

November 9, 2024

VIA EMAIL

Mr. Rob Ramey
Mr. Kyle Whiteley
Western Boone County Community
School Corporation
c/o Kent M. Frandsen, Esq.
225 W. Main Street
Lebanon, Indiana 46052

Ms. Catherine M. Turner, Trustee
Catherine M. Turner Trust dated 2/08/2007
1500 South 900 East
Zionsville, IN 46077

Re: Conflicts Waiver

Dear Rob, Kyle, Kent, and Cathy:

Cathy Turner, in her capacity as trustee of her revocable trust, ("Cathy") has asked us to represent her in connection with granting a right of first refusal or other option related to the future sale of a parcel of unimproved land of approximately 80 acres and in proximity to the Western Boone Jr.-Sr. High School campus in Boone County, Indiana, tax parcel number 006-03990-00 (the "ROFR Agreement"). Ice Miller will not be representing the Western Boone County Community School Corporation (the "WBCCSC") related to this matter.

While we have been asked to represent only Cathy in connection with the ROFR Agreement, you are each aware that Ice Miller has previously represented and continues to represent WBCCSC for various matters, including bond transactions and related work.

The proposed representation of Cathy for the ROFR Agreement presents a potential conflict of interest. Therefore, we wish to bring to your attention Rule 1.7 of the Indiana Rules of Professional Conduct, which provides that:

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) the representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) each affected client gives informed consent, confirmed in writing.

We do not believe that Ice Miller's representation of Cathy with respect to the ROFR Agreement will adversely impact Ice Miller's future ability to represent the WBCCSC for various other matters. Likewise, we do not believe that our ongoing representation of the WBCCSC for various other matters will adversely impact Ice Miller's representation of Cathy for the ROFR Agreement. However, we do believe it is appropriate for us to request written consents from both of you as to Ice Miller's representation of Cathy for the ROFR Agreement.

By signing this letter, Cathy and the WBCCSC each waives any actual or potential conflict of interest regarding our representation of Cathy for the ROFR Agreement while concurrently representing the WBCCSC on other matters. The waiver memorialized in this letter applies to conflicts created by the current engagement, prior engagements and future engagements by each of the parties (provided that such future engagements would not otherwise be impermissible under the Rules of Professional Conduct).

We encourage you to seek independent counsel regarding the import of this consent and waiver, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time, even if you decide to sign below.

Kind regards,

ICE MILLER LLP



Kristine J. Bouaichi

Ms. Catherine M. Turner, Trustee
Western Boone County Community School Corporation
November 9, 2024
Page 3

Acknowledged and agreed to:

CATHERINE M. TURNER TRUST
dated 2/08/2007

By: _____
Catherine M. Turner, Trustee

Date

WESTERN BOONE COUNTY COMMUNITY
SCHOOL CORPORATION

By: _____

Title: _____

Date