

BOARD MINUTES  
BOARD MEETING  
ADMINISTRATION BUILDING  
December 9, 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 November 11, 2024, School Board Meeting.

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

- **SPECIAL RECOGNITION** – The school board recognized Western Boone Volleyball Coach Laura Bragg for her 14 years of service to the community. She was the head coach from 2011 – 2024 and finished with a record of 338-123. Under her guidance, the volleyball team won 9 Sagamore Conference championships, 10 sectional championships, 3 regional championships, 2 semi-state championships and were the State Champions in 2024.

**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**
  - Chelsea Mikesell – Employment – Part-time Development PreK Instructional Assistant effective December 3, 2024
- **Thorntown**
  - ECA
  - Hillary Rhoton – Robotics Team
  - Jake Pollard – 5<sup>th</sup> Grade Boys Volunteer Basketball Coach
  - Matthew Brown – 5<sup>th</sup> Grade Boys Volunteer Basketball Coach
  - Katelynn Parr – 5<sup>th</sup> Grade Girls Basketball Coach
  - Brent James – 5<sup>th</sup> Grade Girls Basketball Coach
- **Granville Wells and Thorntown**
  - Julie Lester – Retirement – High Ability Teacher effective January 10, 2025
- **Western Boone**
  - ECA
  - Krista Marconett – Certified EL Teacher 2024-2025 school year
- **Western Boone Athletics**
  - Laura Bragg – Resignation – Varsity Volleyball Head Coach effective November 25, 2024
- **Western Boone Transportation**
  - Lisa Hulsey – Employment – Substitute Bus Monitor effective November 13, 2024
  - Ron Willcut – Employment – SP Non CDL Driver effective November 21, 2024
  - John Schaub – Employment – Substitute CDL Bus Driver effective November 22, 2024
  - Kyle Henry – Employment – Fleet Manager effective December 2, 2024

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

- **BUSINESS**

- **Superintendent Contract**

- The chair entertained a motion to approve the Superintendent Contract that was presented at the Public Meeting on November 11, 2024.

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

- **Resolution to Approve Dissolution of Lebanon Western Boone Joint Services**

- Superintendent Ramey recommended the Board approve the Resolution to Approve Dissolution of the Lebanon Western Boone Joint Services.

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

- **Right of First Refusal Agreement**

- Superintendent Ramey recommended the Board approve the Agreement with Catherine Turner Trust.

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

- **J. Everett Light Career Center Memorandum of Understanding (MOU)**

- Superintendent Ramey recommended the Board approve the agreement with J. Everett Light Career Center #24.

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

- **Elevate K-12 Master Services Agreement**

- Superintendent Ramey recommended the Board approve the Master Service Agreement. This Master Services Agreement is entered into and effective as of the date when the last of the parties here to executes this agreement is by and between Edblox Inc. M d/b/a Elevate K-12.

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

- **Jamestown Redevelopment Commission**

- Superintendent Ramey recommended the Board appoint him to the Jamestown Redevelopment Commission.

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

- **Request to Transfer Funds**

- Kyle Whiteley, The Director of Business and Technology, recommended the Board approve the transfers of balances of stale funds created for specific grants or programs to the Operations or Education Funds as presented.

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

- **Resolution to Transfer Balance from the Curricular Material Fund**

- Kyle Whiteley, The Director of Business and Technology recommended the Board approve the resolution to transfer the remaining balance of the Curricular Materials Fund to the Education Fund prior to December 31, 2024, as required by House Enrolled Act 1120.

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

- **Bus Purchase**

- Lisa Pearson, Director of Transportation, recommended the Board approve purchase of one, 2025 IC, 78 capacity diesel school bus and one 2025 IC, 14 capacity diesel life school bus from Midwest Transit utilizing the fall CIESC bid sheet and following our School Bus replacement plan.

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

- **Salvage List “12022024”**

- Brent Miller, Principal, recommended the Board approve item on form “Salvage 12022024” declared as salvage.

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

- **Salvage List “12032024”**

- Jeremy Dexter, Athletic Director, recommended the Board approve item on form “Salvage 12032024” declared as salvage.

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

- **Non-Resident Students**

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
  - Gemma Maslanka – Thorntown, 1<sup>st</sup> Grade 2024-2025 school year.
  - Jasper Richardson – Thorntown, 3<sup>rd</sup> Grade 2024-2025 school year.
  - Brodie Smith – Western Boone, 7<sup>th</sup> Grade 2024-2025 school year.
  - Aveah Smith – Western Boone, 8<sup>th</sup> Grade 2024-2025 school year.
  - Chloe Wasson – Western Boone, 9<sup>th</sup> Grade 2024-2025 school year.
  - Jaxon Richardson – Western Boone, 10<sup>th</sup> Grade 2024-2025 school year.

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

- **Donations**

- Superintendent Ramey recommended the board approve the following Donations:
  - Granville Wells received \$500.00 donation from Thomas and Tamara Tallar for Student Assistance.
  - Granville Wells received \$100.00 donation from Andrew and Hollie Hanson to be placed in donations.
  - Western Boone High School Bowling Club received \$200.00 anonymous donation.
  - Western Boone High School Girls Basketball received \$100.00 anonymous donation.
  - Western Boone High School Athletics Gym Wall Sponsorship received \$1,500.00 donation from Patriot Walls & Ceilings Corporation.
  - Western Boone High School Choir received \$100.00 donation from Boone County Retired Teachers Association.
  - Western Boone High School Athletics received \$125.00 anonymous donation.

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

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

- Superintendent Ramey recommended the Board approve the field trips request for:
  - Makayla Smith – Indiana FFA Leadership Center January 31, 2025, to February 2, 2025
  - Makayla Smith – Farm Machinery Show Louisville Ky February 14, 2025 from 8:00 a.m., to 11:00 p.m.

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

- **CLAIMS**

- The Chair entertained a motion to approve the claims for November 11, 2024, through December 9, 2024, as submitted.

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

- **MONTHLY FINANCIAL REPORTS**

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

- **OTHER**

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.
- **Western Boone**
  - Britney Warner – Resignation – Language Arts Teacher effective December 20, 2024
- **Thorntown**
  - Audrey Kedanis – FMLA – 6<sup>th</sup> Grade Teacher effective December 16, 2024, to December 20, 2024
  - Alyssa Perry – Return to Work – effective December 16, 2024
- **Western Boone Transportation**
  - Katie Maurath - Employment – Substitute Bus Monitor effective December 6, 2024

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

- **ANNOUNCEMENTS**

- Western Boone School Corporation – Christmas Break Begins – December 23, 2024
- Western Boone School Corporation – Staff Returns – January 6, 2025
- Western Boone School Corporation – Students Return – January 7, 2025

- **ADJOURNMENT**

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

---

---

---

---

---

---

---

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Contract is approved and executed this 9th day of December, 2024, by and between Western Boone County Community School Corporation ("School Corporation") and Robert W. Ramey ("Ramey") setting forth the terms under which Ramey shall be employed and serve as the Superintendent of the School Corporation.

1. Duties and Responsibilities. During the term of this contract, Ramey shall perform such duties and have such responsibilities as are typically performed by the superintendent of an Indiana public school corporation as well as those assigned to the superintendent by the School Corporation's policy manual and those delegated to Ramey from time to time by the Board of School Trustees of the School Corporation ("Board"). Ramey represents that he is fully licensed for this position and is required to maintain such license during the term of this contract. This Contract shall replace all previous employment contracts Ramey has had with the School Corporation.

2. Contract Term; Automatic Extension. The initial term of this contract shall retroactively commence on July 1, 2024, and extend for a period of three (3) years through June 30, 2027. The annual term shall consist of 240 working days. The contract will automatically be extended by one year each July 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. This contract may be terminated or canceled only by written agreement of the parties or pursuant to the grounds and procedure set forth in Indiana law.

3. Base Salary. For the initial twelve-month term of this contract Ramey shall be paid a base salary of One Hundred Forty-Three Thousand Five Hundred Thirty-One Dollars (\$143,531) payable in twenty-six equal bi-weekly installments. The Board may increase the annual salary but may not reduce the salary below the above starting salary.

4. Insurance Coverage. The School Corporation shall pay all but One Dollar (\$1.00) of the annual cost of group health, term life, and long-term disability insurance coverage for Ramey consistent with what the School Corporation provides its administrative personnel. In addition to the group policy that currently provides One Hundred Thousand Dollars (\$100,000) of term life insurance coverage for administrators, the School Corporation shall arrange and pay the premium cost for Ramey to be covered with an additional One Hundred Thousand Dollars (\$100,000) of term life coverage, provided Ramey is insurable and cooperates in securing that additional coverage. School Corporation shall pay Fifty Dollars (\$50) annually toward vision insurance premium and Two Hundred Dollars (\$200) annually toward dental insurance premium.

5. State Teacher's Retirement Fund. In addition to whatever amount is paid by the State to the Indiana Teacher's Retirement Fund, the School Corporation shall pay the additional sum required to bring the annual contribution to the state required amount of Ramey's base salary.

6. Retirement Plan Contributions. The School Corporation shall also contribute Eight Thousand Nine Hundred Fifty Dollars (\$8,950) per year to a section 403(b) plan and Five Thousand Two Hundred Dollars (\$5,200) to a section 401(a) plan in order to provide a tax-sheltered retirement plan for Ramey's benefit. Such payments shall be made in accordance with School Corporation practice.

7. Holiday, Vacation, Sick Leave, and Personal Leave Days. Ramey shall be entitled to annual holiday, sick leave, and personal leave days as set forth in the School Corporation's Benefits for Administrative Personnel. In addition, Ramey shall have ten (10) paid vacation days per contract year. Any vacation days which remain unused in a contract year shall not carryover but instead shall be paid to Ramey annually at the daily rate determined by dividing Ramey's base salary by the annual number of contract days. Ramey may retain his existing accumulated illness leave and accumulate additional unused illness leave days up to a maximum of two hundred forty (240) days.

8. Automobile Usage. The School Corporation shall provide Ramey with a motor vehicle of the School Corporation's choosing and at its expense for Ramey's use in performing School Corporation business. Personal use of this corporation-owned vehicle is permitted, but Ramey shall accurately record any personal usage of the vehicle and report that usage to the School Corporation for its use in preparing Ramey's annual W-2 form. Should the corporation-owned vehicle be unavailable, and Ramey use his personal vehicle in service to the School Corporation, the School Corporation shall reimburse Ramey at the then current IRS rate for actual mileage incurred in his personal vehicle in the performance of such services. Ramey shall properly document such usage in requesting reimbursement.

9. Other Professional Expenses. The School Corporation shall reimburse Ramey for other appropriate business and professional expenses reasonably incurred in the performance of his duties, including the cost of membership and participation in state and national professional associations of educational administrators and expenses related to his attendance at conferences, meetings, and activities approved by the Board.



10. Public Record. The parties agree that this contract is a public record under the Indiana Public Records Law, IND. CODE § 5-14-3 and § 20-6.1-4-3(b).

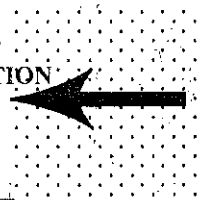
11. Construction of Contract. For purposes of the construction and interpretation of this contract, both parties participated in the drafting of this contract.

12. Entire Agreement of Parties. This contract contains or incorporates by reference all the agreed terms of employment and will not be modified except in a written document signed by both parties. If any term or provision is found to be invalid under state or federal law, that shall not affect the validity of the remaining terms of this contract.

Executed by the undersigned on the date set forth above.

**SUPERINTENDENT**

**BOARD OF TRUSTEES OF WESTERN BOONE  
COUNTY COMMUNITY SCHOOL CORPORATION**



\_\_\_\_\_  
Robert W. Ramey

686211v3

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A RESOLUTION TO APPROVE DISSOLUTION OF  
LEBANON WESTERN BOONE JOINT SERVICES**

WHEREAS, the Lebanon Community School Corporation and Western Boone County Community School Corporation (collectively “Participating School Corporations”) are currently the Participating School Corporations of Lebanon Western Boone Joint Services (“Joint Services”);

WHEREAS, the Participating School Corporations have entered into the Joint Services Agreement of Lebanon Western Boone Joint Services (“Joint Services Agreement”) in which the Joint Services Agreement provides for the Participating School Corporations to terminate the Joint Services Agreement and dissolve Joint Services upon a unanimous vote of each Participating School Corporation after authorization from the Board of School Trustees of each of the Participating Corporations;

WHEREAS, the Participating School Corporations wish for each Participating School Corporation to become individually responsible for provision of special education services to eligible students

WHEREAS, the Participating School Corporations have determined it appropriate to dissolve Joint Services; therefore, it is

RESOLVED, the Board of School Trustees of the Western Boone County Community School Corporation (“Board”) hereby approves and authorizes the Superintendent to vote to terminate the Joint Services Agreement and dissolve Joint Services.

RESOLVED, the Superintendent is empowered and authorized to execute an agreement regarding dissolution of Joint Services and to take any and all actions necessary or appropriate to effect the foregoing resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

PRIOR DEED REFERENCE: INSTRUMENT NO. 201300011467 (PARCEL 5 THEREOF)

## **RIGHT OF FIRST REFUSAL AGREEMENT**

This AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Catherine M. Turner, Trustee of the Catherine M. Turner Trust dated February 8, 2007 ("Grantor"), and the Western Boone County Community School Corporation, an Indiana community school corporation located in Boone County, Indiana ("Grantee"), WITNESSETH.

1. Right of First Refusal.

For valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants to Grantee, as well as Grantee's successors and assigns (so long as they are one or more similarly-situated tax-exempt entities), a right of first refusal with respect to the future sale of a parcel of unimproved land believed to contain eighty (80) acres, more or less, owned by Grantor bordering along the north side of State Road 32 adjacent to the eastern boundary of the Western Boone Jr.-Sr. High School campus, bearing Boone County, Indiana tax parcel number 006-03990-00 and legally described as the south half of the southeast quarter of Section 26, Township 19 North, Range 2 West, located in Jefferson Township, Boone County, Indiana, and generally depicted on Exhibit A attached hereto (the "ROFR Property").

2. Terms of ROFR.

If, at any time on or after the Effective Date of this Agreement and until the Termination Date, Grantor receives a bona fide written offer signed by a third party containing the terms and conditions acceptable to Grantor for the purchase or other transfer of all or any portion of the ROFR Property (the "Offer"), then prior to accepting the Offer, Grantor shall deliver to Grantee a complete and accurate copy of the Offer and written notice stating that Grantor intends to accept the Offer (the "Offer Notice"). In that event Grantee, or its successors and assigns, shall have the first right, but not the obligation, to elect to purchase the applicable portion of the ROFR Property on substantially the same terms and conditions as are contained in the Offer. If Grantee elects to exercise its ROFR with respect to an Offer, then Grantee shall deliver to Grantor written

notice of such election (the "Exercise Notice") within sixty (60) days after Grantee's receipt of the Offer Notice. Within ten (10) business days after delivery to Grantor of the Exercise Notice, Grantor and Grantee shall execute a purchase agreement under which Grantee shall purchase and Grantor shall sell the ROFR Property on substantially the same terms and conditions as in the Offer (the "ROFR Purchase Agreement").

If Grantee fails to timely deliver to Grantor the Exercise Notice or execute the Purchase Agreement, Grantor may proceed with accepting the Offer of the Third-Party and, upon the closing of the transaction by the Third-Party pursuant to the Offer, Grantor may sell the ROFR Property on the terms of the Offer and Grantee shall have no further ROFR rights with regard to that portion of the ROFR Property that is the subject of the Offer. However, if Grantee does not close on the sale of the ROFR Property to the third party, the ROFR shall remain in effect.

The ROFR shall automatically terminate upon the earlier of (i) the date Grantee terminates the Agreement by providing written notice to the Grantor or fails without legal justification to timely close the transaction that is the subject of the Agreement, (ii) the date that Grantor closes a transaction with a Third-Party pursuant to an Offer and the terms of this Agreement (provided that such termination shall only apply to the portion of the ROFR Property subject to the applicable Offer), and (iii) six (6) months after Catherine M. Turner's date of death<sup>1</sup> (the "Termination Date"). For purposes of this Agreement, a signed letter of intent acceptable to Grantor and received by Grantor from a potential purchaser of any or all of the ROFR Property shall constitute an Offer.

Further, upon Catherine M. Turner's date of death (unless the Termination Date has sooner occurred), Grantee, or its successors and assigns, shall have an option to purchase the ROFR Property as follows. Within sixty (60) days of Catherine M. Turner's date of death, Grantor shall provide Grantee with written notice of this option and a copy of a qualified appraisal report determining the fair market value of the ROFR Property as of the date of death (the "Grantor Valuation Report"). Grantee may obtain, its own expense, a second qualified appraisal determining the fair market value of the ROFR Property as of Catherine M. Turner's date of death (the "Grantee Valuation Report"). Grantee shall have the option, but not the obligation, to elect to purchase the ROFR Property for its fair market value as reflected in the Grantor Valuation Report, or by averaging the values determined in the Grantee Valuation Report and the Grantor Valuation Report if a second valuation report is obtained by the Grantee and a copy thereof provided to Grantor. Such notice of Grantee's election to exercise the option to purchase the ROFR Property shall be provided to Grantor within sixty (60) days of Grantee's receipt of the option notice and the Grantor Valuation Report.

Notwithstanding the provisions of the prior paragraph, in the event that a fair market value determined by either the Grantor Valuation Report or the Grantee Valuation Report is greater than ten percent (10%) higher than the fair market value determined by the other report, then the fair market value shall be determined by a two-thirds vote of three licensed Indiana real estate appraisers: the Grantor's appraiser, the Grantee's appraiser, and one to be chosen by the other two appraisers (the "Appraisers"). The Appraisers shall confer jointly prior to making their determination of value. Each party shall pay the fee of its selected appraiser, and the fee of the third appraiser shall be shared equally by the parties. A purchase agreement shall be executed by

---

<sup>1</sup> Unless extended by written agreement of the parties hereto.

the parties once the fair market value has been determined. The purchase price for the ROFR Property shall be paid by Grantee in cash at a closing to be held within forty-five (45) days of execution of the purchase agreement. At closing Grantor shall convey to Grantee by warranty deed marketable title to the ROFR Property along with an accompanying vendor's affidavit in standard form. The other terms of the purchase agreement and closing, such as proration of taxes and farm rental, date of possession, and costs of title insurance, survey, closing, etc., shall be determined in accordance with standard local practice. The parties hereto agree that time is of the essence and shall endeavor to close any purchase of the ROFR Property within six (6) months of Catherine M. Turner's date of death.

3. Representations and Warranties of Grantor.

Grantor hereby represents and warrants to Grantee that, as of the Effective Date, as follows:

(i) Grantor has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transaction contemplated by this Agreement.

(ii) This Agreement has been duly authorized, executed and delivered by Grantor, creates legal, valid and binding obligations of Grantor, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Grantee is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Grantor.

4. Recording of Notice of this Agreement.

At any time after the Effective Date, Grantee shall have the right to record a Memorandum of Right of First Refusal in the form attached hereto as Exhibit B.

5. Brokers.

Grantee and Grantor each represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement. Should either party engage the services of a broker, agent, finder or similar representative, that party shall bear the sole responsibility for payment of any commission or compensation due without contribution by the other party.

6. Notices.

All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day

after having been deposited with an expedited, overnight courier service, or (c) when delivered by email, telecopy or facsimile, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Grantor:

Catherine M. Turner, Trustee, 1500 South CR 900 East, Zionsville, IN 46077

With a copy sent via email to Kristine J. Bouaichi at

Kristine.Bouaichi@icemiller.com

If to Grantee:

Superintendent, Western Boone County Community School Corporation, 1201  
North State Road 75, Thorntown, IN 46071-9229

With a copy sent via email to Kent M. Frandsen at kfrandsen@parrlaw.com

or to such other person or address as any party may from time to time designate by notice in writing to the other.

7. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby. Grantee and Grantor hereby agree that time is of the essence regarding the terms and conditions of this Agreement. All terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought. This Agreement may be executed in several counterparts, by separate signature pages, and/or by either electronic (e.g., PDF or DocuSign) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Agreement. In the event that any date described in this Agreement for the performance of an action required hereunder by Grantor and/or Grantee falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

[Signatures are located on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below and effective as set forth above. .

**“GRANTOR”**

**Catherine M. Turner Trust  
dated February 8, 2007**

By: \_\_\_\_\_  
Catherine M. Turner, Trustee

Date \_\_\_\_\_

**“GRANTEE”**

**Western Boone County Community School  
Corporation**

By: \_\_\_\_\_  
President, Board of School Trustees

Date \_\_\_\_\_



EXHIBIT A

Depiction of ROFR Property

(see attached)

EXHIBIT B

PRIOR DEED REFERENCE: INSTRUMENT NO. 2018011084 (PORTION THEREOF)

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL (“Memorandum”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by Catherine M. Turner, Trustee of the Catherine M. Turner Trust dated February 8, 2007 (“Grantor”), and the authorized representative of the Western Boone County Community School Corporation (“Grantee”), WITNESSESETH:

WHEREAS, Grantor and Grantee are parties to that certain Right of First Refusal Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024, (the “Agreement”), with respect to an eighty (80) acre parcel of unimproved land owned by Grantor located along the north side of State Road 32 and adjacent to the eastern boundary of the Western Boone Jr.-Sr. High School campus, which land bears Boone County, Indiana tax parcel number 006-03990-00 and is legally described as the south half of the southeast quarter of Section 26, Township 19 North, Range 2 West, in Jefferson Township, Boone County, Indiana, and generally depicted on Exhibit 1 attached hereto (the “ROFR Property”).

WHEREAS, by placing this Memorandum of record in the office of the Recorder of Boone County, Indiana, the parties wish to give record notice of the rights of Grantee to the ROFR Property contained in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows:

1. Notice of Right of First Refusal. The parties hereby give notice of Grantee's ROFR in the ROFR Property, pursuant to the terms of the ROFR Agreement.

2. Termination. The ROFR shall automatically terminate upon the earlier of (i) the date Grantee terminates the Purchase Agreement or fails to close the transaction that is the subject of the ROFR Agreement in accordance with the terms of the ROFR Agreement, (ii) the date Grantee terminates a ROFR Purchase Agreement or fails to close the transaction that is the subject of a ROFR Purchase Agreement (provided that such termination shall only apply to the portion of the ROFR Property subject to the applicable ROFR Purchase Agreement), and (iii) the date that Grantor closes a transaction with a third party pursuant to an Offer (as defined in the

Purchase Agreement) and in accordance with the terms of the ROFR (provided that such termination shall only apply to the portion of the ROFR Property subject to the applicable Offer).

3. Counterparts. This Memorandum may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

4. Purpose of Memorandum. This Memorandum is being executed and recorded in order to give notice of the existence of the ROFR and the rights and options set forth therein. This Memorandum is not a restatement of the ROFR, or any portion thereof, and shall not alter, modify, vary or amend any of the terms, provisions or conditions of the ROFR. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Memorandum and the terms, provisions and conditions of the ROFR, the terms, provisions and conditions of the ROFR shall in all respects govern and control.

5.

[Signature pages follow.]





**EXHIBIT 1 TO  
MEMORANDUM OF RIGHT OF FIRST REFUSAL  
DEPICTION OF THE ROFR PROPERTY**

Area #24 J. Everett Light Career Center  
 Memorandum of Understanding (MOU)  
 1901 E. 86th Street  
 Indianapolis, IN. 46240  
 317-259-5265  
[www.jelcc.com](http://www.jelcc.com)



With this agreement, J. Everett Light Career Center #24 (JELCC24) and \_\_\_\_\_ (District/School Name) agrees to provide opportunities to JELCC24 non-member school students to apply/register for and enroll in: <https://www.jelcc.com/programs-1>

#### Article I: **Administrative Control**

The said, JELCC24, shall be under the administrative control of the Board of Education of the Metropolitan School District of Washington Township, Marion County, Indiana, and said Board shall have the authority and responsibility to determine all final decisions concerning the financing and operation of the Center.

#### Part II: **Program Description** <https://www.jelcc.com/programs-1>

- JELCC24 ensures that each instructor is utilizing the appropriate course content which must include the appropriate Indiana academic standards including alignment with the Next Level Programs of Study pathways.
- All students are eligible to participate in the Career-Technical Student Organization (CTSO).
- JELCC24 will manage kit contents, textbooks, dress code, curriculum format, teaching materials, or educational methods at its discretion.

#### Part III: **Certification Available**\*\* (Learn more about Certifications)

#### Part III: **Dual Credit**\*\* via Vincennes (2nd year, up to 16 credits\*) (<https://www.jelcc.com/dual-credit>)

\*Must meet program-ready requirements

\*\*Courses are subject to change. See instructor for most up to date list.

#### Part V: **Costs**<sup>1</sup>

- Tuition (**\$1,250/hour**) + Form 30A CTE Reimbursement Funds + co- curricular material/fee costs per count day enrollment. All funds will cover teacher salary/benefits, administrative fees, equipment, supplies, materials and overhead. (Refer to e-mail sent on Wed 8/2/2023 8:23 AM)
- Payments are non-reimbursable/refundable.

Part VI: **Invoicing & Payment**

- Non-participating schools shall pay the approved tuitions + co-curricular + book rental fees for students who are enrolled and reported on the 30A enrollment report each fall once this report has received the Superintendent signatures. Enrollment is determined by the Indiana Department of Education on the count day. Tuition will be due 30 days from invoicing.
- The cost to a non-participating school corporation shall be determined in accordance with the policies and rules established by the Indiana State Board of Accounts.

Part VII: **Schedule**

Students will attend JELCC#24, 1901 E. 86th Street, Indianapolis, Indiana, 46240 during the scheduled times/dates. JELCC#24 follows the Washington Township Schools (WTS) calendar and time schedule.

Part VIII: **Transportation**

Transportation of non-participating students is the responsibility of the parent/guardian. OR It shall be the responsibility of the school district to arrange for transportation for their own enrolled non-participating students to and from the Career Center.

Part IX: **Enrollment**<sup>2</sup>

- We have limited seats available, therefore, the Enrollment Form must be completed and approved, as required, and turned in to JELCC24 on or before **May 1st**.
- Enrollment forms will be available **December 5th 2024** via <https://www.ielcc.com/enroll-now> and via the teacher. After the due date, open seats will be communicated regularly and available for enrollment until capacity is met.
- **Students will not be enrolled in a JEL class until a signed MOU is returned to Brian Funk**  
[bfunk@msdwt.k12.in.us](mailto:bfunk@msdwt.k12.in.us)
- Non-participating applications may be denied if the student was, in the twelve (12) months preceding the application:
  - Suspended or expelled for ten (10) or more school days;
  - Expelled for firearms, destructive devices, or weapons;
  - Suspended or expelled for causing physical injury to a student (including fighting), school employee, or a visitor to the school;
  - Suspended or expelled for a violation of the home school or previous school's drug or alcohol rules; or
  - Has a history of absences or occurrences of tardiness to school; including instances of early dismissal or untimely pick-up after the end of the school day
- Incomplete applications may be denied upon receipt.
- Non-participating attendance status is good for one year as long as the student remains in good standing.

Part X: **Attendance**

- Student and parent/guardian must attend any scheduled Information Session during the TBD date/time prior to school starting.
- Students must attend each day. Failure to comply may result in automatic withdrawal from the program. Any paid fees are non-reimbursable.
- Parents/Guardian are required to call their home-school AND JELCC24 if they are absent: 317-259-5265 extension 44014.



- JELCC24 and instructors will provide the non-participating school attendance records for each student enrolled in the program upon request.
- Each high school student enrolled in the course provided by JELCC24 instructors shall have reasonable access to inspect his/her records that relate to attendance, assessment, and all other information that may be retained in the official student file.
- JELCC24 must determine, annually, the capacity to accept non-participating students.
- Each student attending the Career Center shall be considered as a full-time student of the non-participating school corporation in calculating the average daily attendance for the non-participating school corporation.

Part XI: **Grades**

Students will receive a High School grade using the JELCC24 grading scale.

Part XII: **Length of MOU**

- MOU is in effect **July 1, 2025 through June 30, 2026**. An updated MOU will be sent out each year.
- This agreement and its content are intended to remain in place until the end of the school year. This agreement may be renewed annually based on mutual agreement. The terms of this agreement may be altered at any time, if mutually acceptable to both parties. The terms of this agreement may be canceled upon 30 days notice by either party due to unsatisfactory performance, with payments appropriately prorated.

Section XIII: **Liability and Indemnification**

JELCC24 and its non-member schools shall each indemnify and hold harmless each party from and against any and all claims from bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("claims") which arise or are in any way connected with the work performed, material furnished, or services provided by the identifying party under this agreement. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of any of the parties, their employees or agents, whether active or passive. Said indemnity and defense obligation shall further apply, whether said or not said claims arise out of the concurrent act, omission, or negligence of the indemnified parties, whether active or passive.

I, the undersigned, have read and understand this agreement and acknowledge receipt of a copy. It is further understood and agreed that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School officials. I also understand that if I default upon this agreement I will be responsible for payment of any collection fees or attorney fees incurred by JELCC24.

My signature below signifies that I have read and understood all aspects of this agreement and do recognize my legal responsibilities in regard to this contract. This contract is immediately and fully in effect with my signature.

APPROVED SIGNATURES - By signing this agreement, I attest that the governing body has approved this agreement. For planning purposes, this MOU is **due on or before 12/1/24**.

---

Superintendent's PRINTED Name

---

 Superintendent's SIGNATURE

---

 Date

---

 Brian E. Funk, Director

---

 Date

JELCC24

Bfunk@msdwt.k12.in.us<sup>1</sup>**Example tuition (per student):**

Welding:

1st Year-

\$1,250 x 3 hours= \$3,750

Form 30A CTE Reimbursement Funds \$680 x 3 hours= \$2,040**\$5,790**

2nd Year Capstone-

\$1,250 x 3 hours= \$3,750

Form 30A CTE Reimbursement Funds \$1,040 x 3 hours=\$3,060**Grand Total= \$6,810**

Plus:

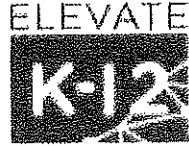
1. Co-Curricular fee charges: InvoiceFees (see e-mail Wed 8/2/2023 8:23 AM)
2. Book rental fees

<sup>2</sup>**Enrollment steps:**1) Download the enrollment form, located at: <https://www.jelcc.com/enroll-now>

2) Complete the form - PAGE ONE ONLY &gt;&gt;&gt; (PDF-fillable form works best on a desktop computer). Make sure to sign and date at the bottom (e-signatures are acceptable at this time).

3) Return the completed form to HS Counselor. HS Counselor will confirm enrollment with JELCC.

**Note: JELCC24 will be submitting a proposal to increase the tuition to \$1,300 per credit hour effective 2026-27 school year.**



## ELEVATE K-12 STATEMENT OF WORK

**Name of District:** Western Boone County Community School District  
**Project Name:** Western Boone County Community School District\_Tier 1\_New Business Add On\_FY25  
**Prepared by:** Brigitte Smth  
**Date:** 12/5/2024

The Statement of Work is the official description of work to be completed as an extension of the current contract. The below statement only outlines the changes to the SOW compared to the previous SOW. The changed line items that have negative "Total Price" reflect "Cancelled Periods". **No changes to the content or number of periods below shall be requested upon signature of this Statement of Work without a change fee, except for changes made more than 2 weeks before the scheduled program start date.** The district may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

### PROJECT DESCRIPTION – Initial Purchase

| School              | # of Periods (A) | Type of Class | Grade | Subject               | Period Length | Days Per Week (d/w) | Term    | Period Price | Total Price (A x B) |
|---------------------|------------------|---------------|-------|-----------------------|---------------|---------------------|---------|--------------|---------------------|
| Jr./Sr/ High School | 3                | Standard      | HS    | Chemistry             | 30-44 minutes | 5                   | 9-weeks | \$4,320      | \$12,960.00         |
| Jr./Sr/ High School | 1                | Standard      | HS    | Environmental Science | 30-44 minutes | 5                   | 9-weeks | \$3,780      | \$3,780.00          |
| <b>Total</b>        |                  |               |       |                       |               |                     |         |              | <b>\$16,740.00</b>  |

## PROJECT DESCRIPTION – Program Extension

| School              | # of Periods | Type of Class | Grade | Subject | Course                | Curriculum Provider | Period Length | Days Per Week | Term     | Price/Period | Total Price |
|---------------------|--------------|---------------|-------|---------|-----------------------|---------------------|---------------|---------------|----------|--------------|-------------|
| Jr./Sr/ High School | 3.00         | Standard      | HS    | Science | Chemistry             | Elevate Curriculum  | 30 - 44 mins  | 5             | Semester | \$7,720.00   | \$23,880.00 |
| Jr./Sr/ High School | 1.00         | Standard      | HS    | Science | Environmental Science | Elevate Curriculum  | 30 - 44 mins  | 5             | Semester | \$7,720.00   | \$7,720.00  |
| <b>TOTAL:</b>       |              |               |       |         |                       |                     |               |               |          |              | \$30,880.00 |

**Total Periods: 8.00**

**Initial Master Service Agreement Minimum Amount: \$16,740.00**

**Second Semester add on Price: \$30,880.00**

**Total Spend FY25 as of 12/5/24: \$47,620.00**

**Additional Amount to be invoiced: \$30,880.00**

**District Representative Initial: \_\_\_\_\_**

## **PROJECT SUMMARY**

Elevate K-12 will provide live instruction with certified instructors, five days a week (or per district/school schedule), for the grades and content areas identified above for both semesters of the Academic year 2024-2025. By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

## **ELEVATE K-12 DISTRICT CURRICULUM OPTION**

- Elevate K-12 will provide virtual instruction services using the curriculum licensed by the school from the curriculum publisher for the specified courses in this statement of work.
- Elevate K-12 will digitally display the licensed publisher platform to deliver instruction.
- Assessments, assignments and projects administered will be administered in the licensed publisher's platform. Students will complete assigned work in the publisher platform, and teachers will provide grading of student work in the publisher platform.
- Elevate K-12 will adhere to district's internet acceptable use policy when accessing or using district information systems, licensed content, and email for the duration of this statement of work.
- Elevate K-12 will adhere to all agreed upon district data protection policies for the duration of this statement of work.

## **CLIENT RESPONSIBILITIES**

- School will provide Elevate K-12 with access to the licensed publisher platform for all specified content by supplying all teacher login information needed including but not limited to username, password, and account creation (if necessary) at a minimum of two weeks prior to the program start date. In the event this date is missed the school will be defaulted to Elevate K-12's proprietary curriculum for the specified course until credentials are received.
- School will create class rosters in the licensed publisher platform for all classes using the District Curriculum Option, as well as supply students with the necessary access credentials including but not limited to username, password, and account creation (if necessary) at a minimum of two weeks prior to the program start date. In the event this date is missed the school will be defaulted to Elevate K-12's proprietary curriculum for the specified course for a minimum of one unit of instruction, or until credentials are received.
- School will provide their district employee (classroom coach) with access to the licensed publisher platform for all specified content by supplying all teacher login information needed including but not limited to username, password, and account creation (if necessary) at a minimum of two weeks prior to the program start date. In the event this date is missed the school will be defaulted to Elevate K-12's proprietary curriculum for the specified course for a minimum of one unit of instruction, or until credentials are received.
- It is the responsibility of the school to remove Elevate K-12 teacher access from publisher platform and any ancillary systems at the end of this statement of work agreement and/or upon teacher termination or departure.

Upon receipt of the executed agreement, Elevate K-12 will issue an invoice for the Academic year 2024-2025 for any courses beyond the initial master service agreement.

## **PROJECT APPROVAL & SIGNATURES**

**Elevate K-12 & Western Boone County Community School District**

I have reviewed the information contained in this Statement of Work and agree:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



To: Superintendent Ramey, Members of the School Board  
 From: Kyle Whiteley, Director of Business & Technology  
 Date: December 9, 2024  
 Subject: Request to Transfer Funds

The corporation has several stale or no longer needed funds on our ledger. These funds are typically created for a specific grant or program. I am recommending the board approve the transfer of the small remaining balances of these stale funds to either the Operations Fund or Education Fund as listed in the table below, because these grants or programs are completed or have expired. Once these funds have a zero balance, they will be removed from our fund listing.

| Fund | Fund Description         | Current Balance | Transfer Balance to | Comments                                  |
|------|--------------------------|-----------------|---------------------|---|
| 1730 | WB Bus Grant             | 53.00           | Operations Fund     | Last activity was before 01/01/2019       |
| 1735 | Energy Club Grant        | 1,000.00        | Education Fund      | Last activity was before 01/01/2019       |
| 1740 | YAR - Mentor Grant WB    | 183.62          | Education Fund      | Last activity was before 01/01/2019       |
| 1745 | Synergy Leadership Grant | 878.75          | Education Fund      | Last activity was before 01/01/2019       |
| 1770 | ACS Chem Grant           | 0.63            | Education Fund      | Last activity was in 2022 - C Houck grant |
| 1775 | Toshiba Chem Grant       | 24.08           | Education Fund      | Last activity was in 2022 - C Houck grant |
| 3960 | Comm Art Grant-Yar       | 146.97          | Education Fund      | Last activity was before 01/01/2019       |
| 3980 | United Way - Read Up     | 1,143.96        | Education Fund      | Last activity was in 2020                 |
| 3995 | 17-18 College Go! Grant  | 925.46          | Education Fund      | Last activity was 01/18/2019              |

**RESOLUTION TO TRANSFER BALANCE FROM THE CURRICULAR MATERIAL FUND  
TO THE EDUCATION FUND**

WHEREAS, the Board of School Trustees is the governing body of the Western Boone County Community School Corporation, Boone County, Indiana, and

WHEREAS, HEA 1120 repealed the requirement of each school corporation to establish a Curricular Materials Fund for the receipts and payments of curricular materials under IC 20-40-22-9, and

WHEREAS, HEA 1120 requires each school corporation to deposit and disburse funds related to curricular materials using the Education fund beginning January 1, 2025, and

WHEREAS, HB 1120 requires that any balance remaining in the Curricular Materials Fund be transferred to the Education Fund on or before December 31, 2024.

THEREFORE BE IT RESOLVED, that the Board of School Trustees authorizes the Corporation Treasurer of the Western Boone County Community School Corporation to transfer the remaining balance of the Curricular Materials Fund to the Education Fund on or before December 31, 2024.

This resolution was duly made, seconded and adopted this 9th day of December 2024.

---

President, Board of School Trustees  
Western Boone County Community School  
Corporation

ATTEST:

---

Secretary, Board of School Trustees  
Western Boone County Community School Corporation



**TO:** Rob Ramey, Superintendent  
School Board Members

**FROM:** Lisa Pearson, Transportation Director

**DATE:** Dec 3, 2024

**SUBJECT:** Bus Purchase

I recommend the purchase of one, 2025 IC, 78 capacity diesel school bus and one, 2025 IC, 14 capacity diesel lift school bus from Midwest Transit Equipment.

These are units utilizing the fall CIESC bid sheet and follows our School Bus replacement plan. The plan has 1 regular school bus and 1 small lift school bus to purchase this year.

The following is a recap for the purchase:

| Price per bus               | <u>Blue Bird</u> | <u>IC/Collins</u> | <u>Thomas</u> |
|-----------------------------|------------------|-------------------|---------------|
| 78 Capacity Diesel Bus      | \$153,089        | \$158,386         | \$148,089     |
| 14 Capacity Diesel Lift Bus |                  | \$117,202         |               |
| Grand Total                 |                  | \$275,588         |               |

The delivery is expected sometime in November or December.

Lisa Pearson  
Transportation Director  
Western Boone Schools

# Western Boone Jr. Sr. High School

1205 N. State Road 75  
Thorntown, Indiana 46071  
(765) 482-6143 FAX: (765) 482-6146

*Principal*  
Mr. Brent Miller

*Assistant Principal*  
Mr. Greg Piatt

*Athletic Director*  
Mr. Jeremy Dexter

*Assistant Principal*  
Mrs. Lauren Wilber

To: Mr. Whiteley  
From: Brent Miller  
Date: 12-2-24  
Re: Salvage List

Please add eight choir risers to the salvage list for the December school board meeting. They are several years old and replacements have been ordered.

Brent Miller, Principal



# Western Boone Jr.-Sr. High School Athletics

---

*Athletic Director, Jeremy Dexter, CAA*

To: Mr. Rob Ramey  
From: Jeremy Dexter, Athletic Director  
RE: Salvage Equipment  
Date: December 3, 2024

I am seeking board approval for the following items to be categorized as salvage. Please accept the following recommendations for the athletic department

## Equipment Salvage Recommendations

### **Volleyball Pole Cart:**

Old Porter net system volleyball roll cart. Does not match any of our newer sports imports pole and net systems.

### **Scoreboard:**

Old incandescent light bulb scoreboard that hasn't been used or functioned for many years. Does not work.

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

As of November 30, 2024, the Education Fund cash balance was \$4,906,047. The Education Fund expenditures for November 2024 were \$896,911. As of the end of November 2024, a total of 82% of the 2024 appropriation was expended.

As of November 30, 2024, the Operation Fund cash balance was \$2,642,831. The Operation Fund expenditures for November 2024 were \$328,262. As of the end of November 2024, a total of 75% 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           | \$522,255.89 Interest           |
| Raymond James                | \$23,228.38 Income              |
| Raymond James                | \$49,268.10 Change in Value     |
| North Salem State Bank       | \$33,553.77 Interest            |

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