

BOARD MINUTES - DRAFT  
BOARD MEETING  
ADMINISTRATION BUILDING  
October 14, 2024  
7:00 P.M.

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

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the September 9, 2024, School Board Meeting.

*Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 5-0*

- **REPORTS**

- Sovilla Mennen addressed the board on the importance of adhering to HEA 1447 and thanked them for their service to the Western Boone County Community School Corporation community.
- Rob Ramey and Tricia Reed presented the 2024 Spring-Summer Combined IREAD 3 results, 2024 ILEARN results, 2024 SAT results and 2024 chronic absenteeism rates.

- **TEACHER CONTRACT – SEA 390 PUBLIC MEETING**

- The board met pursuant to Indiana Code 20-29-6-19(a) to discuss the terms of the tentative agreement of the teacher collective bargaining agreement, which is posted at [www.weboschools.org/school-board](http://www.weboschools.org/school-board)

### 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**
  - Julia Wallace – Termination – Life Skills Instructional Assistant effective September 9, 2024
  - Linda Bloss – Employment – Special Education Instructional Assistant effective September 12, 2024
  - Heather Clements – Resignation – Cook effective September 20, 2024
  - Kimberly Clanton – Employment – Cook effective October 7, 2024
  - **ECA**
    - Becky Crawford – Wellness Coordinator
    - Allyson Gardner – New Teacher Mentor
- **Thorntown**
  - Jennifer Carlson – Resignation – Special Education Instructional Assistant effective September 20, 2024
  - Tayler Miller – Employment – Special Education Instructional Assistant effective September 30, 2024
  - Audrey Kedanis – FMLA – 6<sup>th</sup> Grade Teacher effective January 6, 2025, to August 4, 2025
- **Western Boone**
  - Kaitlin Keesing – Employment – Food Services effective September 23, 2024
  - Stanley Hunnicutt – Resignation – Chemistry Teacher effective September 24, 2024
  - Jessica Takacs – Employment – FFA Instructional Assistant effective September 25, 2024
  - Amanda Henson – Termination – Food Services effective October 1, 2024

- Sophia Tomlinson – Change in Position – Full-time to Substitute effective October 10, 2024
- Vincent Martinez – Employment – Custodian effective October 13, 2024
- Ryan Smoot – Employment – Chemistry Instructional Assistant effective October 14, 2024
- Kayla Avila – Employment – Food Services effective October 14, 2024
- Amber Thompson – Employment – Cashier effective October 28, 2024
- **ECA**
- Donny Coverdale – Volunteer Bowling Assistant
- Dustin Kotur – Gamers Guild Sponsor
- **Western Boone Athletics**
  - Dustin Anderson – Junior High Wrestling Head Coach
  - Eric Adams – High School and Junior High Wrestling Assistant Coach
  - Michael Stirling – High School and Junior High Wrestling Assistant Coach
  - Rick Overfield – High School and Junior High Wrestling Volunteer Assistant Coach
  - Zac Garland – High School and Junior High Wrestling Volunteer Assistant Coach
  - Gary Schick – High School and Junior High Wrestling Volunteer Assistant Coach
  - Ethan Williams – High School and Junior High Wrestling Volunteer Assistant Coach
  - Tyler Roys – High School and Junior High Wrestling Volunteer Assistant Coach
  - Brandon Williamson – High School and Junior High Wrestling Volunteer Assistant Coach
  - Nikole Pilkington – High School and Junior High Girls Basketball Assistant Coach
  - Jeremy Gearheart – High School and Junior High Girls Basketball Assistant Coach
  - Kaelynn Magee – High School and Junior High Girls Basketball Assistant Coach
  - Clayton Kinsler – 8<sup>th</sup> Grade Girls Basketball Head Coach
  - Wes Nicley – 7<sup>th</sup> Grade Girls Basketball Head Coach
  - Jeremy Paris – 6<sup>th</sup> Grade Girls Basketball Head Coach
  - Jeremy Pairs – 8<sup>th</sup> Grade Girls Basketball Assistant Coach
  - Jabryel Reed – High School and Junior High Boys Basketball Assistant Coach
  - John Mercer – High School and Junior High Boys Basketball Assistant Coach
  - Alex Cole – High School and Junior High Boys Basketball Assistant Coach
  - Ken Conley – 8<sup>th</sup> Grade Boys Basketball Head Coach
  - Josh Soden – 7<sup>th</sup> Grade Boys Basketball Head Coach
  - Adam Boddicker – 6<sup>th</sup> Grade Boys Basketball Head Coach
  - Jessica Gearheart – High School Swimming & Diving Head Coach
  - Jennifer Jones – High School Swimming & Diving Assistant Coach
  - Jennifer Jones – Junior High Head Swimming & Diving Coach
  - Olivia Richardson – High School and Junior High Assistant Swimming & Diving Coach
  - Maddie Walker – High School and Junior High Cheerleading Assistant Coach
  - Kadence Richardson – High School and Junior High Cheerleading Assistant Coach

*Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 5-0*

- **BUSINESS**

- **2024-2025 Non-Certified Compensation**

- Superintendent Ramey recommended the Board approve the 2024-2025 non-certified salary schedule as presented effective October 7, 2024.

*Motion: Greg Hole, Second: Adam Shepherd, (Discussion), Vote: 5-0*

- **Resolution to Adopt the 2025 Corporation Budgets for the Rainy Day, Debt Service, Education, and Operations Funds (attached):**
  - The Director of Business and Technology recommended the Board approve the resolution to adopt the 2025 Corporation Budgets for the Rainy Day, Debt Service, Education, and Operations Funds.

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

- **Resolution to Adopt the 2025-2027 Capital Projects Plan (attached):**
  - The Director of Business and Technology recommended the Board approve the resolution to adopt the 2025-2027 Capital Projects Plan.

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

- **Resolution to Adopt the 2025-2029 School Bus Replacement Plan (attached):**
  - The Director of Business and Technology recommended the Board approve the resolution to adopt the 2025-2029 School Bus Replacement Plan.

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

- **Resolution to Adopt the 2025 Budget Form 4B-Line 15 (attached):**
  - The Director of Business and Technology recommended the Board approve the resolution to grant the appropriate authority to Mr. Rob Ramey, Superintendent, to lower appropriations for estimated 2025 fund expenditures, January 1 through December 31, 2025, on School Budget Form 4B-Line 15 if needed.

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

- **ACH Payments to Vendors**
  - The Director of Business and Technology, Kyle Whiteley recommended the Board approve the ACH Payments to Vendors.

*Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 5-0*

- **Sale and Salvage of School Buses**
  - The Director of Business and Technology, Kyle Whiteley recommended the Board accept the bid of \$6,200.00 for SP Bus #6 from Fellowship Friends Daycare and \$505.00 for bus #54 from John Hume. We will declare one of the remaining two buses as salvage as no bids were received, we will keep the following bus as a spare.

*Motion: Adam Shepherd, Second: Dennis Reagan, (Discussion), Vote: 5-0*

- **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: 5-0*

- **Authorization to seek IDOE's approval of the requested nonstandard course**
  - Superintendent Ramey recommended the board authorize Western Boone Junior-Senior High School administration the authority to seek Indiana Department of Education's approval of the requested nonstandard course - Biochemistry of Foods for the 2024-25 school year. The course will not be offered after the 2024-25 school year.

*Motion: Greg Hole, Second: Adam Shepherd, (Discussion), Vote: 5-0*

- **Boone County Health Department**
  - Superintendent Ramey recommended the Board approve the Mass Dispensing Site. Western Boone High School hereby acknowledges that it will serve as an alternate Point of Dispensing(POD). This agreement will be effective when it is determined that PODs will need to be activated.

*Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 5-0*

- **Textbook Adoption BP – 5030**
  - Superintendent Ramey recommended the Board approve the updates to Board Policy 5030 for establishing criteria for the adoption of textbooks.

*Motion: Dennis Reagan, Second: Phil Foster, (Discussion), Vote: 5-0*

- **Non-Resident Student**
  - Superintendent Ramey recommended the Board approve the following Non-Resident Student:
    - Brantley Young – Thorntown, PreK, 2024-2025 school year.

*Motion: Greg Hole, Second: Dennis Reagan, (Discussion), Vote: 5-0*

- **Intra-District Transfer**
  - Superintendent Ramey recommended the Board approve the following Intra-District Transfer:
    - Kaiser McCord – Granville Wells, 4<sup>th</sup> Grade, from Thorntown

*Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 5-0*

- **Donations**
  - Superintendent Ramey recommended the board approve the following Donations:
    - Granville Wells Donations received a \$200.00 from Schweitzer Engineering Laboratories.
    - Granville Wells Donations received an anonymous donation of \$2,000.00.
    - Western Boone Student Activities received a \$500.00 donation from Jamestown Community Lions Club.
    - Western Boone High School Baseball received \$500.00 donation from Rumble Ponies.
    - Western Boone Student Activities received \$4,472.20 from Pepsi
    - Western Boone High School Boys Soccer received \$2,400.00 from Johnson-Melloh Inc.
    - Western Boone Band received an anonymous donation of \$1,150.00.
    - Western Boone High School Athletics received the following Gym Wall Sponsorship.
      - RC Rich, LLC \$1,000.00
      - Lowhorn Painting, LLC \$750.00

*Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 5-0*

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

- Superintendent Ramey recommended the Board to approve the field trip request for:
  - Varsity Wrestling – Spartan Classic in Connersville on December 27, 2024
  - Makayla Smith FFA – Trafalger, IN November 8, 2024, to November 11, 2024

*Motion: Phil Foster, Second: Brian Gott, (Discussion), Vote: 5-0*

- **CLAIMS**

- The Chair entertained a motion to approve the claims for September 9, 2024, through October 14, 2024, as submitted.

*Motion: Adam Shepherd, Second: Dennis Reagan, (Discussion), Vote: 5-0*

- **MONTHLY FINANCIAL REPORTS**

- Kyle Whiteley, Director of Business & 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**
  - Sam Harris – Employment – Part-time Development Director effective October 21, 2024

*Motion: Brian Gott, Second: Adam Shepherd, (Discussion), Vote: 5-0*

- **ANNOUNCEMENTS**

- Fall Break – October 21, 2024, to October 25, 2024

- **ADJOURNMENT**

*Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 5-0*

Proficiency rates reflect best Spring/Summer result of first-time third grade cohort, including previous year 2nd grade proficient results			
Indiana Statewide Results	67,191	81,996	81.90%
Western Boone Co Com Sch Dist	104	121	86.00%
Granville Wells	49	55	89.10%
Thorntown	55	66	83.30%

2024 Spring ILEARN Results						
English/Language Arts	3rd	4th	5th	6th	7th	8th
State	39	42	41	42	42	43
GW	47	71	59	54		
TES	55	51	50	66		
WeBo					60	52
Corporation	55	51	50	66	60	52
Math	3rd	4th	5th	6th	7th	8th
State	53	49	41	39	34	32
GW	56	76	69	48		
TES	73	66	60	55		
WeBo					68	39
Corporation	66	70	64	52	68	39

2024 SAT	Math Below Benchmark	Math Approaching Benchmark	Math At Benchmark	Math Total Tested	Math Benchmark %
Indiana Statewide Results	42490	17851	20331	80672	25.20%
Western Boone	53	33	27	113	23.90%

2024 SAT	English Below Benchmark	English Approaching Benchmark	English At Benchmark	English Total Tested	English Benchmark %
Indiana Statewide Results	31319	7547	41806	80672	51.80%
Western Boone Jr.-Sr. High School	33	13	67	113	59.30%

2024 SAT	Both English & Math At Benchmark	Both English & Math Total Tested	Both English & Math Benchmark %
Indiana Statewide Results	19468	80672	24.10%
Western Boone Jr.-Sr. High School	26	113	23.00%

2024	Students Chronically Absent	Total Student Count	Chronically Absent Percent
Statewide Chronically Absent	205269	1154018	17.80%
Western Boone Corporation	156	1667	9.40%
Granville Wells	35	391	9.00%
Thorntown	23	464	5.00%
Western Boone Jr.-Sr. High School	98	812	12.10%

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/10/2024 12:45:01 PM

Ordinance / Resolution Number: 10142024

Be it ordained/resolved by the **Western Boone County Community School Corporation** that for the expenses of **WESTERN BOONE COUNTY SCHOOL CORPORATION** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **WESTERN BOONE COUNTY SCHOOL CORPORATION**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Western Boone County Community School Corporation**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Western Boone County Community School Corporation	School Board	10/14/2024

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$600,000	\$0	0.0000
0180	DEBT SERVICE	\$6,109,147	\$5,412,464	0.6014
3101	EDUCATION	\$13,646,722	\$0	0.0000
3300	OPERATIONS	\$6,693,874	\$4,160,373	0.4623
		<b>\$27,049,743</b>	<b>\$9,572,837</b>	<b>1.0637</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/10/2024 12:45:01 PM

Name		Signature
Shane Steimel	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Brian Gott	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dennis Reagan	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Phil Foster	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Melissa Smith	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Gregory Hole	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Adam Shepherd	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST		
Name	Title	Signature
Dennis Reagan	Secretary	

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1      Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31      Yes  No

NOTICE TO TAXPAYERS

Notice is hereby given to taxpayers of Western Boone County Community School Corporation that the proper officers of Western Boone County Community School Corporation will conduct a public hearing on the year 2025-2027 proposed Capital Projects Plan pursuant to IC 20-40-18-6. Following the public hearing, the proper officers of Western Boone County Community School Corporation may adopt the proposed plan as presented or with revisions.

Complete details of the Capital Projects plan may be seen by visiting the website of this unit of government at the following address:  
<http://www.weboschools.org/school-board>

Public Hearing Date:	September 9, 2024
Public Hearing Time:	7:00 p.m.
Public Hearing Place:	Admin Bld, 1201 N SR 75, Thorntown, IN 46071

Taxpayers are invited to attend the meeting for a detailed explanation of the plan and to exercise their rights to be heard on the proposed plan. If the proposed plan is adopted by resolution, the resolution will be submitted to the Department of Local Government Finance as per IC 20-40-18-6(d).

Pursuant to IC 20-40-18-6, the Western Boone County Community School Corporation plan contains a listing of all proposed capital expenditures that exceed \$10,000 that are expected to be acquired within the three years immediately following the year the plan was adopted.

Capital Project Plan Adoption Date:

14-Oct-24

	Asset Description *	Acquisition Amount
1	Tech Hardware/Servers/Switch Upgrades	\$ 80,000.00
2	Classroom Furniture	\$ 50,000.00
3	9 Corporation Copiers (5 Year Lease 2020-2025) (New Lease 2025-2030)	\$ 92,000.00
4	Mower	\$ 15,000.00
5	Trailer for Band Program	\$ 15,000.00
6	Air Compressor for WBHS Pneumatics	\$ 20,000.00
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		

Note: The description may include a physical description of the asset and/or any applicable make, model, manufacturer, or VIN Number if applicable.

Additional sheets may be added if necessary

Pursant to IC 20-40-18-6, the Western Boone County Community School Corporation plan contains a listing of all proposed projects that are capital in nature that exceed \$10,000 that are expected to begin within the three years immediately following the year the plan was adopted.

Capital Project Plan A doption Date:

10/14/24

	Project Description*	Estimated Start Date	Estimated End Date	Estimated Project Cost
1	Carpet Replacement-GWES	1/1/25	1/31/25	\$ 15,000.00
2	Copier Lease (See Acquisitions)	9/1/20	8/31/25	
3	Exterior Wall Repair-GWES	1/1/25	12/31/25	\$ 10,000.00
4	Roof Repairs/Replacement - GWES	1/1/25	12/31/25	\$ 10,000.00
5	Wallpaper - GWES	1/1/25	12/31/25	\$ 25,000.00
6	Interior LED Lighting - GWES	1/1/25	12/31/25	\$ 20,000.00
7	Carpet Replacement - WBHS	1/1/25	12/31/25	\$ 45,000.00
8	Classroom Furniture - GWES	1/1/25	12/31/25	\$ 13,000.00
9	Interior Painting - WBHS	1/1/25	12/31/25	\$ 20,000.00
10	Classroom Furniture - WEBO	1/1/25	12/31/25	\$ 12,000.00
11	Wastewater Treatment Repairs - WBHS	1/1/25	12/31/25	\$ 60,000.00
12	Main Gym Goal control upgrades - WBHS	1/1/25	12/31/25	\$ 20,000.00
13	Garage Door Replacement - WBHS	1/1/25	12/31/25	\$ 15,000.00
14	Rebuild Chiller - WBHS	1/1/25	12/31/25	\$ 125,000.00
15	Locker Room Refinish - WBHS	1/1/26	12/31/26	\$ 25,000.00
16	JH Girls Locker Room Lockers	1/1/26	12/31/26	\$ 100,000.00
17	Repair/Replace Old Football Concession	1/1/27	12/31/27	\$ 50,000.00
18				
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25				

Note: Project Description may include a description of the project including physical location, scope of work, and/or internal project name or tracking number.  
Additional sheets may be added if necessary

**RESOLUTION TO ADOPT THE CAPITAL PROJECTS FUND PLAN**  
**Budget Year 2025**

This resolution is adopted by the Board of Trustees of the School Corporation below:

School Corporation Name:	Western Boone County Community School Corporation
County:	Boone

WHEREAS, A Capital Project Plan has been established; and  
WHEREAS, the Board of Trustees is required under IC 20-40-18-6 to adopt a plan for the Capital Project Plan;  
and

WHEREAS, the Board of Trustees held a public hearing on the plan date and place below:

Meeting Date:	September 9, 2024
Meeting Location:	Adm Bld, 1201 N SR 75, Thorntown, IN 46071

THEREFORE, BE IT RESOLVED, by the Board of Trustees that the plan entitled "2025 Capital Project Plan" this resolution, and is adopted as the Board of Trustees' Plan with respect to the Capital Project Plan.

BE IT FURTHER RESOLVED, that the Board of Trustees shall submit a certified copy of this resolution to the Department of Local Government Finance as required by IC 20-40-18-6.

Adoption Date:	October 14, 2024
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AYE

NAY

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Attest: \_\_\_\_\_

Secretary of Board of School Trustees

## NOTICE TO TAXPAYERS

Complete details of the Bus Replacement plan may be seen by visiting the website of this unit of government at the following address: <http://www.weboschools.org/school-board>

Notice is hereby given to taxpayers of **Western Boone County Community School Corporation** that the proper officers of **Western Boone County Community School Corporation** will conduct a public hearing on the year 2025-2029 proposed Bus Replacement Plan pursuant to IC 20-40-18. Following the public hearing, the proper officers of Western Boone County Community School Corporation may adopt the proposed plan as presented or with revisions.

Public Hearing Date:

Public Hearing Time:

Public Hearing Place:

<b>September 9, 2024</b>
<b>7:00 p.m.</b>
<b>Admin Bld, 1201 N SR 75, Thorntown, IN 46071</b>

Taxpayers are invited to attend the meeting for a detailed explanation of the plan and to exercise their rights to be heard on the proposed plan. If the proposed plan is adopted by resolution, the resolution will be submitted to the Department of Local Government Finance as per IC 20-40-18-9(d).



**SECTION II**  
**JUSTIFICATION FOR ADDITIONAL BUS PURCHASES, TRANSPORTATION SERVICES, AND/OR**  
**EARLY BUS REPLACEMENT**

1. Pursuant to IC 20-40-18-9(2)(A), if the School Corporation is seeking to acquire or contract for transportation services that will provide for additional school buses or buses with a larger seating capacity as compared to the number and type of school buses from the prior school year, explain for each additional bus and the circumstances of the demand for increased transportation services within the School Corporation.

N/A

(Attach additional sheets if necessary.)

2. Pursuant to IC 20-40-18-9(4), if the School Corporation is seeking to replace an existing school bus earlier than twelve (12) years after the existing school bus was originally acquired or requires a contractor to replace a school bus, explain for each bus the circumstances for that need.

N/A

(Attach additional sheets if necessary.)

## BUS REPLACEMENT PLAN AMENDMENT

If the school corporation is submitting an amended plan, please complete the following questions.

1. Declare the nature of and the need for the amendment.

N/A

(Attach additional sheets if necessary.)

2. Show cause as to why the original plan no longer meets the needs of the school corporation.

N/A

(Attach additional sheets if necessary.)

**RESOLUTION TO ADOPT BUS REPLACEMENT PLAN  
Budget Year 2025**

This resolution is adopted by the Board of Trustees of the School Corporation below:

School Corporation Name: Western Boone County Community School Corporation  
County: Boone

WHEREAS, A School Bus Replacement Plan has been established; and  
WHEREAS, the Board of Trustees is required under IC 20-40-18-9 to adopt a plan for the School Bus Replacement Plan; and

WHEREAS, the Board of Trustees held a public hearing on the plan date and place below:

Meeting Date: September 9, 2024  
Meeting Location: Admin Bld, 1201 N SR 75, Thorntown, IN 46071

THEREFORE, BE IT RESOLVED, by the Board of Trustees that the plan entitled "Bus Replacement Plan" this resolution, and is adopted as the Board of Trustees' Plan with respect to the School Bus Replacement Plan.

BE IT FURTHER RESOLVED, that the Board of Trustees shall submit a certified copy of this resolution to the Department of Local Government Finance as required by IC 20-40-18-9.

Adoption Date: October 14, 2024

AYE

NAY

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Attest: \_\_\_\_\_

Secretary of Board of School Trustees

WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

202 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, ADM, LET/FIT/CAGIT, and Assessed Valuations are estimated at the time of advertising budget,

AND WHEREAS, the Trustees of the Western Boone 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 appropriations for estimated 2025 fund expenditures, January 1 through December 31, 2025, on School Budget Form 4B--Line 15.

Adopted this 14<sup>th</sup> day of October, 2024

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

Attest:

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

Line#15 is reduced by  
\$ \_\_\_\_\_  
From Budget Class:



Western Boone County Community School Corporation  
1201 North State Road 75  
Thorntown, IN 46071  
765.482.6333 o.  
765.482.0890 f.  
[www.weboschools.org](http://www.weboschools.org)

To: Superintendent Ramey & Members of the School Board

From: Kyle Whiteley <sup>KW</sup> & Kristen Dunn <sup>KND</sup>

Date: October 14, 2024

Subject: Request to Approve Automatic (ACH) Payments to Vendors

We recommend the board to approve WBCCSC to pay vendors using automatic (ACH) payments. Proper internal controls and approvals will still be required for all forms of payments. ACH payments are more secure, cost-effective, and much faster to process. Thank you for your consideration.



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

TO: Members of the School Board, Superintendent Ramey  
FROM: Lisa Pearson and Kyle Whiteley  
DATE: October 1, 2024  
RE: Acceptance of Bids for Sale and Salvage of School Buses

We listed four school buses for sale in the Lebanon Reporter and our website. We accepted sealed bids until noon on September 20, 2024. We recommend the following:

- You accept the bid of \$6,200 for SP Bus # 6 from Fellowship Friends Daycare.  
VIN: 1GB3G2BL1C1105287
- You accept the bid of \$505 for Bus 54 from John Hume.  
VIN: 4DRBUAAN0BB345951
- You declare one of the remaining two buses as salvage as no bids were received:
  - 2013 IC Maxxforce Type C Diesel 78 Passenger School Bus w/144,416 miles, VIN: 4DRBUAAN8DB295223
- We will keep the following bus as a spare:
  - 2011 IC Maxxforce Type C Diesel 78 Passenger School Bus w/ 119,175 miles, VIN: 4DRBUAAN2BB345949

RECEIVED

General Form No. 99P (Revised 2009A)

SEP 09 2024

Tax I.D. 82-2664009  
To: The Lebanon Reporter  
117 E. Washington St. Lebanon, IN 46052

Western Boone School Corporation  
(Governmental Unit)  
Boone County, Indiana

PUBLISHER'S CLAIM  
TLR- 572  
Ad # 1898239

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines \_\_\_\_\_  
Head - number of lines \_\_\_\_\_  
Body - number of lines \_\_\_\_\_  
Tail - number of lines \_\_\_\_\_  
Total number of lines in notice \_\_\_\_\_

COMPUTATION OF CHARGES

32 lines, 1 columns wide equals \_\_\_\_\_  
32 equivalent lines at 0.5562 cents per line ..... \$17.80  
Additional charge for notices containing rule or tabular work (50 percent of above amount) ..... \_\_\_\_\_  
Charge for extra proofs of publication (\$1.00 for each proof in excess of two) ..... \_\_\_\_\_  
Total Amount of Claim ..... \$17.80

DATA FOR COMPUTING COST

Width of single column in picas 9.9 Size of type 7 point.  
Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

3-Sep-24

Additionally, the statement checked below is true and correct:

- \_\_\_\_\_ Newspaper does not have a Web site.
- Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- \_\_\_\_\_ Newspaper has a Web site, but due to technical problem or error, publish notice was posted on \_\_\_\_\_
- \_\_\_\_\_ Newspaper has a Web site but refuses to post the public notice.

  
Title: Legal Advertising Clerk

Date: September 3, 2024

Public Notice  
Western Boone School Corporation will accept sealed bids for 2011 IC Maxtorce Type C Diesel 78 Passenger School Bus w/119,175 miles, a 2011 IC Maxtorce Type C Diesel 78 Passenger School Bus w/147,027 miles, a 2013 IC Maxtorce Type C Diesel 78 Passenger School Bus w/144,416 miles, all with air brakes, and 2012 Blue Bird Micro Bird Type A Diesel 14 Passenger Special Purpose Bus w/113,428 miles and hydraulic brakes. A bid should be submitted for each bus desired and the bus desired should be clearly specified in the bid. Bids will be accepted no later than 12:00 p.m. on September 20, 2024, at the Western Boone Administration Building, 1201 N. St. Rd. 75, Thomtown, IN 46071.  
Kyle Whiteley, Director of Business & Technology  
Western Boone Community Schools  
1201 N. St. Rd. 75  
Thomtown, IN 46071  
www.wbcschools.org  
765.482.6638  
TLR 572 9/3 rspaxib 1898239  
For full public notice listings go to [IndianaPublicNotices.com](http://IndianaPublicNotices.com)

ATTACH COPY OF ADVERTISEMENT HERE



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT ("EFFECTIVE DATE") IS BY AND BETWEEN EDBLOX, INC. M d/b/a Elevate K-12 ("COMPANY") WITH RESPECT TO THE COMPANY'S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE "SERVICE") AND THE RELATING DOCUMENTATION AND Western Boone County Community School District (THE "CUSTOMER" OR "YOU"). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE REQUISITE AUTHORITY, POWER, AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

### 1. Certain Definitions.

- 1.1 "District" is the administrative body that supervises Schools within a specified territory.
- 1.2 The currency "Privacy Policy" of Company is available at [www.elevatek12.com/privacy](http://www.elevatek12.com/privacy), provided that Company reserves the right to change the Privacy Policy from time to time.
- 1.3 A "School" is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.
- 1.4 The "Scope of Work", attached hereto as Exhibit A, is the document which confirms the specific order details of Customer's purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.
- 1.5 "Service Period Budget" shall have the meaning specified in the Scope of Work. "Agreement Term Dates" shall have the meaning specified in the Scope of Work.
- 1.6 The "Site" shall mean Elevate K-12 <https://www.portalelevate.com/Account/LogOn>.
- 1.7 "Academic Year" shall mean the first day of instruction provided by Customer to Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer's school calendar.
- 1.8 A "Student" is an individual enrolled in a School.



1.9 A “Classroom Coordinator” is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

**2. Term and Pricing.** The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

### **3. License Grants and Restrictions.**

#### **3.1 Grant and Privacy Restrictions.**

3.1.1 3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work (“Authorized Schools”), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service (“Licensed Student”), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company’s use of user information shall be limited to the uses provided under the Privacy Policy.

#### **3.2 Ownership and Proprietary Rights.**

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter “Affiliated Parties”).

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

**4. Login Codes.** A unique user name and password (“Login Code”) is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a



Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer's account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School's computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

**5. Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

**6. Payment Terms.** Fees; Payment Terms; Collection Fees: The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C ("Invoice") based on the number of Class Periods (as defined in the Scope of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B ("Order Form") for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company's standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company's policy to not carry credits forward from one academic year to another for unused



classes. It is also Company's policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

District/customer signer (initial here) \_\_\_\_\_

**7. Customer Responsibilities.** The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.

**8. Additional Customer Responsibilities.**

**8.1 Online Practices.** Customer shall ensure that its Students and Classroom Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

**8.2 Links.** The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of



these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

**8.3 Equipment.** Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

**9. Privacy, FERPA, and Compliance with Law.** Company receives and handles personally identifiable information ("PII") as a "school official" under the United States Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 ("FERPA") for the purpose of delivering the Services as contemplated by this Agreement. PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

**10. Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.



All of Servers used by Company supporting the Services are secure and located within the United States.

**11. Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**12. Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software



or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;

i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;

ii. Issues related to third party domain name system (DNS) errors or failures; and

iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

**13. Non-Solicitation of Company Employees.** Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

#### **14. LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY**

##### **14.1 Warranty Disclaimer.**



THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

**14.2 LIMITED LIABILITY.** NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

**14.3 LIMITED DAMAGES AND REMEDIES.** NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

**14.4 Indemnity.** Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

## 15. TERMINATION



15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

## 16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company.



Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

**16.2 Remedies and Reserved Rights.** Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site (or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

**16.3 Disputes.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and

Deliver Remarkable LIVE Teaching to ANY Classroom.



confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.

Deliver Remarkable LIVE Teaching to ANY Classroom.



The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

**EDBLOX, INC., d/b/a Elevate K-12**

By:

Name : \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Western Boone County Community School District**

By:

Name : \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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



**Exhibit A  
Scope of Services and Pricing for Programs**

Details	Agreement Terms
Description	High-quality LIVE Tier 1 Teaching - US Certified Teacher of Record
Academic Year Dates for Agreement	1 August 2024 - 31 December 2024
Content and Grade	Content Areas: Chemistry and Environmental Science
Elevate K-12 Provides	Details of services, on-call staff and equipment
Services Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching – US certified Teacher of Record (including substitutes for our live teacher)</li> <li>• Full-service live class delivery management                             <ul style="list-style-type: none"> <li>○ School level classroom set up and day to day management of live online teaching classes</li> <li>○ Quality control of all live classes by our academic experts</li> <li>○ Training and management of your para-professional</li> <li>○ All support for grading, pacing, school meetings and more</li> </ul> </li> <li>• State aligned lessons written by our curriculum experts</li> <li>• 24x7 live customer service and support for para-professional</li> </ul>
Staff Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record</li> <li>• One Elevate K-12 Operations Manager dedicated per school for implementation and support</li> <li>• Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school</li> </ul>
Equipment Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• Hi-end speakers, Powerful classroom microphone, Hi-end Camera</li> </ul>
District/School Provides	Details of info we need from school
Staff Provided by District/School	<ul style="list-style-type: none"> <li>• 1 Classroom Manager (paraprofessional) for each class period</li> <li>• 1 Point of Contact at the School Level</li> </ul>
Equipment and Information Provided by District/School	<ul style="list-style-type: none"> <li>• Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student (except for K-5 enrichment), Class rosters and bell schedule</li> </ul>

<b>TOTAL BUDGET AMOUNT</b>	Minimum \$16,740.00	Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for.
	Maximum/ 'Not to Exceed' \$16,740.00	Maximum/ 'Not to exceed' budget for Elevate K-12. District can add classes as vacancies occur without going through new contract. More like "use/pay as you need" format. No encumbrance of funds required.

\*Please see the pricing proposal for breakdown of pricing and details.



## Live Class Operations and Delivery Teams:

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.
2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.
  - a. List of chosen courses - 30 calendar days before the first day of instruction.
  - b. Timeslots - 30 calendar days before the first day of instruction.
  - c. Information technology check – 15 calendar days before the first day of instruction
  - d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
  - e. Student Roster – 7 calendar days before the first day of instruction
3. Pricing and Service Period Fees:

The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.
4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the “Teacher of Record”) may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher (“Substitute Teacher”) for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).
5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.



Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

6. Term and Service Period. This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.

7. Billing Terms: Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms:

100% up front: Invoice full amount of current Academic Year Programming prepared and sent in conjunction with signing of agreement. Payment in full due within 30 days of invoice date.

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**Customer Billing Contact Information:** Western Boone County Community School District

**Contact Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



classes. It is also Company's policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

District/customer signer (initial here) \_\_\_\_\_

**7. Customer Responsibilities.** The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.

**8. Additional Customer Responsibilities.**

**8.1 Online Practices.** Customer shall ensure that its Students and Classroom Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

**8.2 Links.** The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of



these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

**8.3 Equipment.** Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

**9. Privacy, FERPA, and Compliance with Law.** Company receives and handles personally identifiable information ("PII") as a "school official" under the United States Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 ("FERPA") for the purpose of delivering the Services as contemplated by this Agreement. PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

**10. Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.



All of Servers used by Company supporting the Services are secure and located within the United States.

**11. Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**12. Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software



or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;

i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;

ii. Issues related to third party domain name system (DNS) errors or failures; and

iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

**13. Non-Solicitation of Company Employees.** Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

## **14. LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY**

### **14.1 Warranty Disclaimer.**



THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

**14.2 LIMITED LIABILITY.** NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

**14.3 LIMITED DAMAGES AND REMEDIES.** NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

**14.4 Indemnity.** Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

## 15. TERMINATION



15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

## 16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company.



Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

**16.2 Remedies and Reserved Rights.** Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site (or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

**16.3 Disputes.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and

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confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.



The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

**EDBLOX, INC., d/b/a Elevate K-12**

By:

Name : \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Western Boone County Community School District**

By:

Name : \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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



**Exhibit A**  
**Scope of Services and Pricing for Programs**

Details		Agreement Terms
Description	High-quality LIVE Tier 1 Teaching - US Certified Teacher of Record	
Academic Year Dates for Agreement	1 August 2024 - 31 December 2024	
Content and Grade	Content Areas: Chemistry and Environmental Science	
Elevate K-12 Provides		Details of services, on-call staff and equipment
Services Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching – US certified Teacher of Record (including substitutes for our live teacher)</li> <li>• Full-service live class delivery management                             <ul style="list-style-type: none"> <li>◦ School level classroom set up and day to day management of live online teaching classes</li> <li>◦ Quality control of all live classes by our academic experts</li> <li>◦ Training and management of your para-professional</li> <li>◦ All support for grading, pacing, school meetings and more</li> </ul> </li> <li>• State aligned lessons written by our curriculum experts</li> <li>• 24x7 live customer service and support for para-professional</li> </ul>	
Staff Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record</li> <li>• One Elevate K-12 Operations Manager dedicated per school for implementation and support</li> <li>• Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school</li> </ul>	
Equipment Provided by Elevate K-12	<ul style="list-style-type: none"> <li>• Hi-end speakers, Powerful classroom microphone, Hi-end Camera</li> </ul>	
District/School Provides		Details of info we need from school
Staff Provided by District/School	<ul style="list-style-type: none"> <li>• 1 Classroom Manager (paraprofessional) for each class period</li> <li>• 1 Point of Contact at the School Level</li> </ul>	
Equipment and Information Provided by District/School	<ul style="list-style-type: none"> <li>• Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student (except for K-5 enrichment), Class rosters and bell schedule</li> </ul>	

<b>TOTAL BUDGET AMOUNT</b>	Minimum \$16,740.00	Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for.
	Maximum/ 'Not to Exceed' \$16,740.00	Maximum/ 'Not to exceed' budget for Elevate K-12. District can add classes as vacancies occur without going through new contract. More like "use/pay as you need" format. No encumbrance of funds required.

\*Please see the pricing proposal for breakdown of pricing and details.



## **Live Class Operations and Delivery Teams:**

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.
2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.
  - a. List of chosen courses - 30 calendar days before the first day of instruction.
  - b. Timeslots - 30 calendar days before the first day of instruction.
  - c. Information technology check – 15 calendar days before the first day of instruction
  - d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
  - e. Student Roster – 7 calendar days before the first day of instruction
3. Pricing and Service Period Fees:

The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.
4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the “Teacher of Record”) may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher (“Substitute Teacher”) for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).
5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.



Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

**6. Term and Service Period.** This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein (“Initial Term”). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a “Renewal Term” and together with the Initial Term, the “Term”). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company’s breach thereof or the Customer hires an instructor specifically for the Class.

**7. Billing Terms:** Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms:

100% up front: Invoice full amount of current Academic Year Programming prepared and sent in conjunction with signing of agreement. Payment in full due within 30 days of invoice date.

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**Customer Billing Contact Information:** Western Boone County Community School District

**Contact Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



**Exhibit B**

**SAMPLE Order Form**

  
**ELEVATE K-12 STATEMENT OF WORK**

Name of Client: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Date: \_\_\_\_\_

The Statement of Work is the official description of work to be completed as an extension of the current contract. No changes to the content or number of periods below shall be requested upon signature of this Statement of Work without a change fee. The district may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the contract as per the contract.

PERIOD DESCRIPTION - CONTRACT MINIMUM									
# of Periods (A)	Type of Class	Grade	Name of Subject	Period Length	Days Per Week (B/C)	Term	Start Date	Period Price	Total Price (A x B)
Total:									

Total Periods: \_\_\_\_\_  
 Total Price: \_\_\_\_\_  
 Initial Master Service Agreement Amount to be Invoiced: \_\_\_\_\_  
 Total Budget left before maximum: \_\_\_\_\_

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 public financing entity and that I have the authority to bind such entity.

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

**PROJECT APPROVAL & SIGNATURES**

Elevate K-12 & Services (EPMO)  
 I have reviewed the information contained in this Statement of Work and agree:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Exhibit C**

**SAMPLE Invoice**

**Edblox Inc. DBA Elevate K-12**  
 24 East Washington St. Suite 825  
 Chicago, IL 60602 US  
 AccountsReceivable@elevatek12.com  
 www.elevatek12.com  
 FEIN: 81-5088569



**BILL TO:**

Attn: *Accts Payable*  
 Sample Customer  
 Street Address  
 City, State Zip Code  
 United States

**SHIP TO:**

Attn: *Accts Payable*  
 Sample Customer  
 Street Address  
 City, State Zip Code  
 United States

<b>INVOICE: INV999</b>	<b>TO:</b>
<b>Invoice Date: April 7, 2024</b>	<b>DUPLICATE:</b>
<b>Due Date: May 7, 2024</b>	

ITEM	QTY	AMOUNT
Elevate K-12 Tier 1 Program - Add on - Academic year 2024 - 2025 Live streaming Tier 1 Instruction - Contract minimum for 2024-2025 academic year	1	\$0.00

**Payment Options:** **TOTAL** **\$0.00**

**By Direct Deposit or ACH DEPOSIT:**  
 Bank: *Bank of America*  
 Bank of America  
 AKA of Routing: 121143220  
 Bank Account: 552888611  
 For credit to: Edblox, Inc.

**By Check:** Please make check payable to "Edblox Inc" and mail to the following address:

<b>Mail via Post Office:</b>	<b>Registered Courier Service:</b>
EDBLOX INC.	EDBLOX INC.
PO BOX 8750	c/o WAB Logistics Operations Box #0150
CHESA, SYCAMORE, IL 62507-4050	1430 W. Bryn Mawr Ave. Suite 200
	Chicago, IL 60631

<b>TOTAL DUE:</b>	<b>\$0.00</b>
-------------------	---------------

**THANK YOU FOR YOUR BUSINESS!**

Deliver Remarkable LIVE Teaching to ANY Classroom.



# SCHEDULE A



## ELEVATE K-12 LIVE CLASS OFFERINGS

ACADEMIC YEAR 2024-25

FY25 Course List		
STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL ED LIVE CLASSES*
<p><b>MATH</b>                      Math 3, 4, 5, 6, 7, 8                      Math 6, 7, 8 (Georgia)                      Math 6, 7, 8 (Texas)                      Math 6, 7, 8 (North Carolina)</p> <p><b>SCIENCE</b>                      Biology                      Biology (Texas)                      Earth Science (9-12)                      Environmental Science                      Earth and Space Science (6-8)                      Life Science (6-8)                      Science 6, 7, 8 (North Carolina)                      Science 6, 7, 8 (South Carolina)                      Science 6, 7, 8 (Texas)</p> <p><b>ELA</b>                      ELA 12 World Literature                      ELA 11 American Literature                      ELA 3, 4, 5, 6, 7, 8, 9, 10</p> <p><b>SOCIAL STUDIES</b>                      Ancient Civilizations (6-8)                      Civics (6-8)                      Civics and United States Government (9-12)                      History of the Modern World (6-8)                      United States History                      World Geography (6-8) (semester)                      World Geography (9-12)                      World History (9-12)</p> <p><b>WORLD LANGUAGES</b>                      Spanish Enrichment (K-5)                      Spanish 1A, 1B (6-8)                      Spanish I, II, III, IV</p>	<p><b>MATH</b>                      Calculus                      Probability and Statistics                      Algebra I &amp; II                      Algebra I (Georgia)                      Algebra II (Georgia)                      Geometry                      Geometry (Georgia)                      Integrated Math I, II, III, IV (North Carolina)                      Pre-Algebra                      Pre-Calculus</p> <p><b>SCIENCE</b>                      Chemistry                      Chemistry (Texas)                      Physical Science (6-8)                      Physical Science (9-12)                      Physical Science (Texas)                      Physics                      Physics (Texas)</p> <p><b>SOCIAL STUDIES</b>                      Economics (9-12) (semester)                      Personal Finance I and II</p> <p><b>STEM</b>                      Python Basics 1 (Semester)                      Python Basics 2 (Semester)                      Computer Science Explorations 1 (Semester)                      Computer Science Explorations 2 (Semester)                      Computer Science                      Computer Science (JavaScript)                      Fundamentals of Cybersecurity</p> <p><b>TEST PREP</b>                      ACT and SAT Prep (semester)                      STAAR Test Prep (8 courses)</p> <p><b>WORLD LANGUAGES</b>                      ASE* I, II                      French* I, II, III, IV                      German* I, II, III, IV                      *Availability is limited</p>	<p><b>MATH</b>                      Algebra I &amp; II                      Pre-Algebra                      Geometry                      Math 3, 4, 5, 6, 7, 8</p> <p><b>ELA</b>                      ELA 3, 4, 5, 6, 7, 8, 9, 10                      American Literature (Grade 11)                      World Literature (Grade 12)</p> <p style="text-align: center;">*All Special Ed LIVE courses are in resource room formats</p>



## ELEVATE K-12 LIVE CLASS PRICING (STANDARD COURSE)

<b>2024-25 Pricing - Standard course</b>					
<b>Full Year - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$11,630	\$9,890	\$7,560	\$5,300	\$2,780
45 - 60 Minutes	\$15,500	\$13,180	\$10,080	\$7,060	\$3,710
61 -75 Minutes	\$19,380	\$16,470	\$12,590	\$8,820	\$4,630
76 - 90 Minutes	\$23,250	\$19,760	\$15,110	\$10,580	\$5,560
Over 90 Minutes	\$27,900	\$23,730	\$18,150	\$12,710	\$6,670
<b>Semester - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$6,720	\$5,710	\$4,370	\$3,060	\$1,610
45 - 60 Minutes	\$8,950	\$7,610	\$5,820	\$4,080	\$2,140
61 -75 Minutes	\$11,190	\$9,510	\$7,270	\$5,090	\$2,680
76 - 90 Minutes	\$13,430	\$11,410	\$8,730	\$6,120	\$3,210
Over 90 Minutes	\$16,120	\$13,710	\$10,490	\$7,340	\$3,860
<b>Trimester - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$4,480	\$3,810	\$2,920	\$2,040	\$1,070
45 - 60 Minutes	\$5,970	\$5,080	\$3,880	\$2,720	\$1,430
61 -75 Minutes	\$7,460	\$6,340	\$4,890	\$3,400	\$1,790
76 - 90 Minutes	\$8,960	\$7,610	\$5,820	\$4,080	\$2,140
Over 90 Minutes	\$10,750	\$9,140	\$6,990	\$4,900	\$2,570
<b>Pro Rated - Per WEEK, per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$420	\$350	\$270	\$190	\$100
45 - 60 Minutes	\$550	\$470	\$360	\$250	\$140
61 -75 Minutes	\$690	\$590	\$450	\$320	\$170
76 - 90 Minutes	\$830	\$700	\$540	\$380	\$200
Over 90 Minutes	\$990	\$840	\$650	\$450	\$240

### Additional Charges

<b>Late Change Fee (before program starts):</b>	\$1000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>Late Change Fee (after program starts):</b>	20% of program cost	For changes made once the program has started; any credit toward a different program will be reduced by the 20% Late Change Fee



## ELEVATE K-12 LIVE CLASS PRICING (PREMIUM COURSE)

<b>2024-25 Pricing - Premium course</b>					
<b>Full Year - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$13,380	\$11,380	\$8,700	\$6,090	\$3,200
45 - 60 Minutes	\$17,830	\$15,160	\$11,590	\$8,120	\$4,260
61 - 75 Minutes	\$22,290	\$18,940	\$14,480	\$10,140	\$5,330
76 - 90 Minutes	\$26,740	\$22,720	\$17,380	\$12,170	\$6,390
Over 90 Minutes	\$32,090	\$27,290	\$20,870	\$14,610	\$7,670
<b>Semester - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$7,720	\$6,570	\$5,020	\$3,520	\$1,850
45 - 60 Minutes	\$10,290	\$8,750	\$6,690	\$4,690	\$2,460
61 - 75 Minutes	\$12,870	\$10,940	\$8,360	\$5,860	\$3,080
76 - 90 Minutes	\$15,440	\$13,120	\$10,040	\$7,030	\$3,690
Over 90 Minutes	\$18,530	\$15,760	\$12,050	\$8,440	\$4,430
<b>Trimester - Per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$5,150	\$4,380	\$3,350	\$2,350	\$1,230
45 - 60 Minutes	\$6,860	\$5,840	\$4,460	\$3,130	\$1,640
61 - 75 Minutes	\$8,580	\$7,300	\$5,580	\$3,910	\$2,050
76 - 90 Minutes	\$10,300	\$8,750	\$6,700	\$4,690	\$2,460
Over 90 Minutes	\$12,360	\$10,510	\$8,040	\$5,630	\$2,960
<b>Pro Rated - Per WEEK, per PERIOD</b>					
<b>Period Length</b>	<b>5 Day</b>	<b>4 Day</b>	<b>3 Day</b>	<b>2 Day</b>	<b>1 Day</b>
30 - 44 minutes	\$480	\$410	\$310	\$220	\$120
45 - 60 Minutes	\$630	\$540	\$410	\$290	\$160
61 - 75 Minutes	\$790	\$670	\$520	\$360	\$190
76 - 90 Minutes	\$950	\$810	\$620	\$430	\$230
Over 90 Minutes	\$1,140	\$970	\$740	\$520	\$280

<b>Additional Charges</b>		
<b>Late Change Fee (before program starts):</b>	\$1000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>Late Change Fee (after program starts):</b>	20% of program cost	For changes made once the program has started; any credit toward a different program will be reduced by the 20% Late Change Fee



## ELEVATE K-12 LIVE CLASS PRICING (SPECIAL EDUCATION RESOURCE ROOM)

<b>2024-25 Pricing - Special Ed Resource Room</b>					
<b>Full Year - Per PERIOD</b>					
Period Length	5 Day	4 Day	3 Day	2 Day	1 Day
30 - 44 minutes	\$16,050	\$13,650	\$10,440	\$7,310	\$3,840
45 - 60 Minutes	\$21,400	\$18,200	\$13,920	\$9,750	\$5,120
61 - 75 Minutes	\$26,760	\$22,740	\$17,380	\$12,170	\$6,390
76 - 90 Minutes	\$32,100	\$27,280	\$20,860	\$14,610	\$7,670
Over 90 Minutes	\$38,520	\$32,760	\$25,060	\$17,540	\$9,210
<b>Semester - Per PERIOD</b>					
Period Length	5 Day	4 Day	3 Day	2 Day	1 Day
30 - 44 minutes	\$9,270	\$7,890	\$6,030	\$4,220	\$2,220
45 - 60 Minutes	\$12,360	\$10,510	\$8,040	\$5,630	\$2,960
61 - 75 Minutes	\$15,450	\$13,130	\$10,040	\$7,030	\$3,690
76 - 90 Minutes	\$18,540	\$15,750	\$12,050	\$8,440	\$4,430
Over 90 Minutes	\$22,250	\$18,920	\$14,470	\$10,130	\$5,320
<b>Trimester - Per PERIOD</b>					
Period Length	5 Day	4 Day	3 Day	2 Day	1 Day
30 - 44 minutes	\$6,180	\$5,260	\$4,020	\$2,820	\$1,480
45 - 60 Minutes	\$8,240	\$7,010	\$5,360	\$3,760	\$1,970
61 - 75 Minutes	\$10,300	\$8,760	\$6,700	\$4,690	\$2,460
76 - 90 Minutes	\$12,360	\$10,500	\$8,040	\$5,630	\$2,960
Over 90 Minutes	\$14,840	\$12,620	\$9,650	\$6,760	\$3,550
<b>Pro Rated - Per WEEK, per PERIOD</b>					
Period Length	5 Day	4 Day	3 Day	2 Day	1 Day
30 - 44 minutes	\$570	\$490	\$370	\$260	\$140
45 - 60 Minutes	\$760	\$650	\$500	\$350	\$190
61 - 75 Minutes	\$950	\$810	\$620	\$430	\$230
76 - 90 Minutes	\$1,140	\$970	\$740	\$520	\$280
Over 90 Minutes	\$1,360	\$1,160	\$890	\$620	\$330

<b>Additional Charges</b>		
<b>Late Change Fee (before program starts):</b>	\$1000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>Late Change Fee (after program starts):</b>	20% of program cost	For changes made once the program has started; any credit toward a different program will be reduced by the 20% Late Change Fee



Western Boone County Community School Corporation  
1201 North State Road 75  
Thorntown, IN 46071  
765.482.6333  
[www.webschools.org](http://www.webschools.org)

TO: Members of the School Board, Superintendent Ramey  
FROM: Lisa Pearson and Kyle Whiteley  
DATE: October 1, 2024  
RE: Acceptance of Bids for Sale and Salvage of School Buses

We listed four school buses for sale in the Lebanon Reporter and our website. We accepted sealed bids until noon on September 20, 2024. We recommend the following:

- You accept the bid of \$6,200 for SP Bus # 6 from Fellowship Friends Daycare.  
VIN: 1GB3G2BL1C1105287
- You accept the bid of \$505 for Bus 54 from John Hume.  
VIN: 4DRBUAAN0BB345951
- You declare one of the remaining two buses as salvage as no bids were received:
  - 2013 IC Maxxforce Type C Diesel 78 Passenger School Bus w/144,416 miles, VIN: 4DRBUAAN8DB295223
- We will keep the following bus as a spare:
  - 2011 IC Maxxforce Type C Diesel 78 Passenger School Bus w/ 119,175 miles, VIN: 4DRBUAAN2BB345949

RECEIVED

General Form No. 99P (Revised 2009A)

SEP 09 2024

Tax I.D. 82-2664009

To: The Lebanon Reporter

117 E. Washington St. Lebanon, IN 46052

Western Boone School Corporation  
(Governmental Unit)  
Boone County, Indiana

PUBLISHER'S CLAIM

TLR- 572  
Ad # 1898239

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head - number of lines .....  
Body - number of lines .....  
Tail - number of lines .....  
Total number of lines in notice .....

COMPUTATION OF CHARGES

<u>32</u> lines, <u>1</u> columns wide equals	
<u>32</u> equivalent lines at <u>0.5562</u> cents per line	\$17.80
Additional charge for notices containing rule or tabular work (50 percent of above amount)	
Charge for extra proofs of publication (\$1.00 for each proof in excess of two)	
<b>Total Amount of Claim</b>	<b>\$17.80</b>

DATA FOR COMPUTING COST

Width of single column in picas 9.9 Size of type 7 point.  
Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

3-Sep-24

Additionally, the statement checked below is true and correct:

- Newspaper does not have a Web site.
- Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- Newspaper has a Web site, but due to technical problem or error, publish notice was posted on \_\_\_\_\_
- Newspaper has a Web site but refuses to post the public notice.

  
Title: Legal Advertising Clerk

Date: September 3, 2024

**Public Notice**  
Western Boone School Corporation will accept sealed bids for 2024 IC Maxforce Type C Diesel 78 Passenger School Bus w/119,175 miles, a 2011 IC Maxforce Type C Diesel 78 Passenger School Bus w/147,027 miles, a 2013 IC Maxforce Type C Diesel 78 Passenger School Bus w/144,436 miles, all with air brakes, and 2012 Blue Bird Micro Bird Type A Diesel 14 Passenger Special Purpose Bus w/113,428 miles and hydraulic brakes. A bid should be submitted for each bus desired and the bus desired should be clearly specified in the bid. Bids will be accepted no later than 12:00 p.m. on September 20, 2024 at the Western Boone Administration Building, 1201 N. St. Rd. 75, Thomtown, IN 46071.  
Kyle Whitley, Director of Business & Technology  
Western Boone County Community Schools  
1201 N. St. Rd. 75, Thomtown, IN 46071  
www.weboschools.org  
765.482.6333  
TLR-572-9/3-1898239

For full public notice listings go to [IndianaPublicNotices.com](http://IndianaPublicNotices.com)

ATTACH COPY OF ADVERTISEMENT HERE

# Boone County Health Department

116 W Washington St Lebanon IN 46052

[www.boonecounty.in.gov/health](http://www.boonecounty.in.gov/health)

Environmental Health  
765-483-4458  
765-483-5243 Fax



Nursing & Vital Records  
765-482-3942  
765-483-4450 Fax

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**Public Health**  
Prevent. Promote. Protect.

---

## Memorandum of Understanding for Mass Dispensing Site

This Memorandum of Understanding is entered into by and between

Boone County Health Department (BCHD)

And

Western Boone High School

1205 N. State Road 75

Thorntown, IN 46071

765-482-6143

Updated 10/01/2024

Western Boone High School, named above hereby acknowledges that it will serve as an alternate Point of Dispensing (POD) in the event that mass prophylaxis/immunization is necessary to address a large-scale public health emergency. This agreement will be effective when it is determined that PODs will need to be activated and the Boone County Health Department (BCHD) is required to provide mass medical countermeasure dispensing.

### I. Facility

The facility owner/manager agrees to provide the following:

- Immediate use of the facility during an event;
- Periodic access to the facility prior to an event for inspection;
- 24/7 Contact information, in addition to designating three points of contact in case of emergency, specifically:
  - An **Administrative** point of contact, who will serve as the primary point of contact. This person should have authority to open the building.
  - A **Facilities** point of contact, who will work with BCHD personnel to move tables, chairs, etc.
  - A **Security** point of contact, who will work with BCHD and local law enforcement in making security plans;
- Office equipment: telephones, copy machines, computers, fax machines, etc
- Tables, chairs, desks, cots, wheelchairs & material handling equipment (where available);
- Refrigerators;
- Parking areas;
- Internet Access;
- Use of Cafeteria; and
- Maintenance Support.

In addition the facility will:

1. Encourage facility personnel to participate in training for personnel willing to serve as distribution clinic volunteers.
2. Comply with confidentiality needs at the time of the event.
3. Allow facility to be visited by members of the BCHD, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan.
4. Allow facility to be listed in an annex to the local plan to distribute the Strategic National Stockpile (SNS).

## **II. Boone County Health Department**

Boone County Health Department shall do the following:

1. Provide a point of contact person to answer questions that the facility may have about these arrangements.
2. Assure the replacement or reimbursement to the facility for any supplies (including telephone charges, faxes, copying supplies, etc.) that may be used in conducting mass clinics.
3. Assure health and security professionals will, to the best of their ability, safeguard the building.
4. Coordinate the security personnel through the collaboration of Boone County Sheriff's Department as outlined in the Comprehensive Emergency Management Plan.
5. Assure that post-event cleanup that may be needed is performed in accordance with state guidelines.
6. Provide training for facility personnel who will provide support at the dispensing clinic.
7. Store, organize, and maintain pharmaceutical and medical materials delivered through the Strategic National Stockpile for use at the dispensing site. For the purpose of this agreement, pharmaceutical and medical materials are defined as antibiotics, antidotes, vaccines, medical supplies and equipment, and certain controlled substances, which may be used to respond to an attack of chemical, biological, radiological, or explosive terrorism. In addition, medical material includes but is not limited to, equipment designated to support deployment and maintenance of pharmaceutical and medical materials such as specialized cargo containers and portable refrigeration units.

## **III. Time of Performance**

This agreement shall be effective on June 1, 2016 or when all parties have signed, whichever is later and will be updated as needed.

## **IV. Liability**

1. Boone County shall be liable for claims, demands, expenses, liabilities, and losses as a result of incidents or damages to the facility which may arise out of any acts or failures to act of Boone County Health Department, its employees, agents, volunteers, or contractors, in connection with the performances of dispensing services provided by BCHD;
2. The BCHD will indemnify the owner of the facility for any injuries that occur on the premises as a result of BCHD use.
3. Property damage to the Facility shall be identified and reported to the appropriate Boone County officials within 1 week of the dispensing site closing;
4. The Facility owners shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a

result of incidents or damages to the Facility which may arise out of any acts or failures to act by the Facility Owners, its employees, agents or contractors, in connection with the performance of the services provided by the Facility outside the scope of this Agreement; and

5. Property damage not covered by any of the above conditions shall be the responsibility of the Facility.

**V. Confidentiality**

The facility owners, their employees or agents shall not disclose that their facility is a designated "POD" site and shall keep confidential all conversations and correspondence related to this agreement of negotiations leading up to the execution hereof except as required for normal facility business. The facility owners, their employees or agents shall not share this information with anyone other than the designated BCHD point of contact to the degree allowed by the Public Information Act.

**VI. Termination**

This Agreement may be terminated by either party by giving written notice at least 90 days prior to the effective date of such termination.

**VII. Miscellaneous**

The BCHD shall properly notify all facility staff as directed by the point of contact designee.

The parties to the Agreement hereby agree to any and all provisions as stipulated above.

\_\_\_\_\_  
Boone County Health Department Representative

\_\_\_\_\_  
Facility Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WESTERN BOONE HIGH SCHOOL**

**Administrative Point of Contact(s):**

\*This person should have the authority to open the building

## TEXTBOOK ADOPTION

BP - 5030

The director of curriculum shall recommend to the board of education the adoption of all textbooks and supplementary instructional materials, per State Department of Education requirements. In the selection of textbooks, he/she will conduct the textbook adoption process in cooperation with the identified committee of teachers. Elementary curriculum committees will be comprised of one teacher from each grade from each elementary school. Secondary committees will be comprised of the department chair and certified teachers from the content area. The chosen textbook selection will be decided by a majority vote of the committee and recommended to the school board for approval.

The director of curriculum shall be responsible for establishing criteria by which additional instructional materials (e.g., supplementary books, teaching supplies, technology) may be provided, and shall consult the superintendent and director of business regarding provisions for the purchase of such materials. The textbook adoption process will consider the necessity for and economical impact of all materials proposed for adoption and usage.

Teachers shall use the instructional materials selected by the textbook adoption committee and approved by the board of education. Recommendations for proposed changes must be filed with the director of curriculum and are subject to the approval of the board of education, during the semester prior to the intended usage.

Date Adopted: 08/22/94

Date Revised: 03/14/11

04/16/12

10/14/2024

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

As of September 30, 2024, the Education Fund cash balance was \$4,845,764. The Education Fund expenditures for September 2024 were \$813,348. As of the end of September 2024, a total of 66% of the 2024 appropriation was expended.

As of September 30, 2024, the Operation Fund cash balance was \$3,346,276. The Operation Fund expenditures for September 2024 were \$454,979. As of the end of September 2024, a total of 63% 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	\$428,446.00 Interest
Raymond James	\$23,209.92 Income
Raymond James	\$47,135.99 Change in Value
North Salem State Bank	\$20,651.81 Interest

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