

## Board Minutes

September 26, 2022

The regular meeting of the Greater Jasper Consolidated Schools Board of Trustees was held at the Jasper High School Community Room on September 26, 2022 at 7:00 p.m. President Bernie Vogler called the meeting to order. Mr. Schnaus was absent.

### Consent Agenda:

Mr. Vogler asked members if any of the consent agenda items needed to be discussed.

No other items were asked to be discussed.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the consent agenda, was unanimously approved by the Board.

### Consent Agenda

- Minutes, claims and bank reconciliations
- Consideration of Request for Leave
  - Cameron Harris-FMLA-JHS
  - Alicia Clark-FMLA-JHS
- Resignations/Retirements
  - Katie Sherman-Food Service Coordinator-GJCS
  - Amy Bastien-English Teacher-JHS-Effective 9/30/22
  - Julie Buechler-Library Assistant-JHS
  - Jennifer Davis-28-Hour Instructional Assistant-JES
  - Holly Morton-28 Hour Title I Instructional Assistant-JES
  - Shannon Neukam-28-Hour Instructional Assistant-JES
  - Brittany Rollings-28-Hour Title I Instructional Assistant-JES
  - Jessica Eckert-30-Hour Instructional Assistant-JES
  - Maria Eckert-28-Hour Instructional Assistant-JES
  - Brandon Drew-Band Auxiliary Unit Sponsor-JHS
- Staff Recommendations
  - Lori Gilham-Temporary English Teacher-116 Day Contract-JHS
  - Marci Showlater-183-to 188 Contract Days-Technology Integration-GJCS
  - Stephanie Jackman-Burns-Library Assistant-JHS
  - Mitch Sermersheim-19.5 Hour Per Week Instructional Assistant-JMS
  - Cheyenne Kempf-28-Hour Title I Instructional Assistant-JES
  - Kathisu Ceullar-28 Hour Instructional Assistant-JES
  - Patricia Denio-Miller-28 Hour Instructional Assistant-JES
  - Brandi Smiley-Increase from 28-Hour to 30-Hour Instructional Assistant-JES
  - Emma Mundy-High School Choral Director ECA-JHS
  - Amy Rasche-SADD Sponsor-JHS
  - Jessica Mehringer-Assistant Girls' Track Coach-JHS
- Incentive Program Completion/Increase-adds \$3,000 to Base Salary
  - None
- Field Trip Requests
  - FFA to Purdue for Livestock Skill-A-Thon September 30-October 1 2022
  - FFA to Purdue for Horticulture and Dairy Foods State Contest September 30-October 1 2022

- FFA to Indiana FFA Center for SOAR Camp October 7-9, 2022
- FFA to Valparaiso High School for State Soils State October 13-15, 2022
- FFA to Plainfield for National FFA Convention October 26-29, 2022
- FFA to Indiana FFA Center for Leadership Skills Camp November 18-20, 2022
- JHS Marching Band to Philadelphia Thanksgiving Day Parade November 19-25, 2022
- FFA to Purdue for Forestry, Crops and Entomology State Contest December 9-10, 2022
- Annual 8<sup>th</sup> Grade Trip to Washington D.C. May 3-7, 2023
- JHS Student Trip to England and Scotland Summer 2023
- Other
  - Increase Substitute Teacher Pay Effective October 1, 2022
    - Substitute License--\$70/day
    - Valid Indiana Teaching License--\$80/day
    - Retired Indiana Educator--\$100/day
  - Increase Prekindergarten Coordinator stipend to \$5500 due to the addition of Ireland Prekindergarten Program Oversight

#### Wildcat Spotlight-Jarrold Howard-CTE Programs and Success

Jarrold Howard informed the Board there are 9 school corporations in the Patoka Valley CTE Cooperative.

He informed the Board 11 programs are being offered to students at VUJC—3 programs at Pike Central--2 programs at Southridge—1 program and Northeast Dubois. There are 480 students enrolled in Cooperative Programs in Dubois and Pike County—197 of those students are from Jasper High School. He stated enrollment in the programs has been going up in the last few years. He informed the Board that students can earn 12 college credits per year. Some of the students receive a certificate of completion of programs if they complete the 2 years of credits needed.

Mr. Vogler asked about the cost to the students.

Mr. Howard stated the corporation pays their portion of costs to Vincennes University.

Mr. Howard stated a lot of the students do internships in the community that can maybe lead to jobs upon graduation.

Mr. DeMotte asked who pays Mr. Howards salary.

Dr. Lorey stated the corporations pay his salary and benefits.

Mr. DeMotte stated the students are getting paid and earning credits at the same time and that is a great benefit.

Dr. Lorey stated that Mr. Howard does a great job with the program.

Dr. Lorey stated in August the Board conducted a Public Hearing for an Additional Appropriation in the Education Fund. In order to execute the request for the Additional Appropriation with the Department of Local Government Finance the Board must approve the Resolution for the Additional Appropriation.

A Motion by Tim DeMotte, second by Greg Eckerle, to approve the Resolution for the Additional Appropriation, was unanimously approved by the Board.

Dr. Lorey asked the Board to adopt the 2023 Budget per the budget timeline adopted by the Board in May of this year. All advertising requirements have been met and the Public Hearing was conducted on August 22 with no questions or remonstrators. There are no changes to the originally proposed budget. The Board signed 3 copies of all forms, and resolutions that require a motion and signatures following the adoption. She stated the Education Fund transfer to the Operations Fund does not exceed the statutory 15% threshold.

A motion by Greg Eckerle, second by Arlet Jackle, to approve the 2023 Budget, was unanimously approved by the Board.

#### Curriculum Update-Dr. Lorey

Dr. Lorey asked the Board to approve the 2022-2023 School Improvement Plans. All schools are required to update their School Improvement Plans for the 2022-2023 school year by updating demographics and student performance data. Each school has identified continuous improvement goals and strategies aimed at improving student achievement.

Mr. Vogler asked if someone looks over the plans.

Dr. Lorey stated she looks over the plans and discusses any concerns with the building principals.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the 2022-2023 School Improvement Plans, was unanimously approved by the Board.

Dr. Lorey shared the IREAD-3 2022 Results and the SAT 2022 Results with the Board. A copy of the results is attached.

#### Student Support Services and Transportation Update—Mr. Buechlein

Mr. Buechlein asked the Board permission to advertise for an RFP for bulk fuel both diesel and regular gasoline for the new transportation building.

A motion by Greg Eckerle, second by Tim DeMotte, to approve the advertisement for bulk fuel, was unanimously approved by the Board.

Mr. Buechlein shared that in the State of Indiana every school corporation must have one certified School Safety Specialist. To become certified, participants must complete the Basic Training program. Once certified, School Safety Specialists are expected to serve on the County School Safety Commission. The Safety Specialists have to participate every year in two additional days of school safety academy training. They also have to coordinate the safety plans of each school in the corporation and act as a resource for other individuals in the school corporation on issues related to discipline, safety, and security.

The corporation has 15 current certified school safety specialists. Additionally, 4 more individuals are going through the training in November.

Mr. Buechlein shared with the Board the corporation has received full funding for the Secured Schools Safety Grant. The corporation was awarded \$78,669.12. The money covers some of the costs for salaries and benefits of the two school resource officers.

#### Building & Maintenance Update

Mr. Stenftenagel asked the Board to approve the bid for the JHS CTE Expansion/Renovation, Band Storage, and Exterior Maintenance project. The low bid is from Jasper Lumber Company for \$4,936,750.00.

Jasper Lumber also provided the pricing for three Alternates as follows:

- Alternate 1-Epoxy Terrazzo Floor Finish in lieu of resinous floor finish in corridors D-650, C-651, F-652 (Newly created corridors within the CTE spaces) add \$56,500.00.
- Alternate 2-Epoxy Terrazzo floor finish in lieu of resinous floor finish in Corridor h-800 (lower-level band area corridor) add \$40,000.00.
- Alternate 3-Greenhouse
  - Alternate 3-A—Megastore manufactured greenhouse--\$226,000.00
  - Alternate 3-B—Winandy manufactured greenhouse--\$330,000.00

He recommended to accept Alternates 1 and 2 (Terrazzo Flooring). He stated the installation of a terrazzo floor finish will pay for itself due to the reduction of stripping, waxing and recoating of the current vinyl and painted floor coverings.

He stated the Base Bid and Alternates 1 and 2 are accepted from Jasper Lumber, the total amount will be \$5,033,250.00.

He gave the Board a timeline for the project if they accept the bid.

Mr. Vogler asked if the greenhouse is out of the question.

Dr. Lorey stated they are not approving that alternate at this time to make sure other projects in the bond are fully paid for.

A motion by Tim DeMotte, second by Arlet Jackle, to approve the bid from Jasper Lumber Company for the JHS Expansion/Renovation, Band Storage, and Exterior maintenance project, was unanimously approved by the Board.

Mr. Stenftenagel asked the Board to approve the proposal for 25 new vertical unit ventilators at Ireland Elementary for \$595,721.00 from Validated Custom Solutions.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the vertical unit ventilators, was unanimously approved by the Board.

Mr. Stenftenagel gave an update on the following projects:

- Bus Maintenance Building
- JES Classroom Addition
- JES Tot-Lot Playground Expansion Excavation and Drainage Project
- Ireland Elementary Mechanical Room Expansion and HVAC Improvements Project
- Cabby O'Neil Gym Roof Replacement
- JHS Mechanical Improvements
- Alumni Stadium Improvements
- JHS Athletic Fields Improvements

Mr. Stenftenagel asked the Board to approve the work service agreement with The Stenftenagel Group for project management. A copy of the agreement is attached.

A motion by Greg Eckerle, second by Tim DeMotte, to approve the agreement with The Stenftenagel Group, was unanimously approved by the Board.

#### Other Business:

Dr. Lorey asked the Board to approve the NEOLA policy updates. The Board was given the proposed policy updates at the August Board Meeting. The policies are reflective of changes in state and federal law.

Policies pertain to:

- Staff-student relations
- Staff dress and grooming
- Mandatory curriculum
- Nondiscrimination and access to equal educational opportunity
- School accountability
- Determination of legal settlement and enrollment eligibility
- Student records

- Flex Program
- Student concussion and sudden cardiac arrest
- Graduation requirements
- Dress and grooming
- School-sponsored publications and productions
- Grant Funds
- Cost principles for spending federal funds
- Procurement of federal grants and funds
- Food service program
- School visitors

A motion by Arlet Jackle, second by Greg Eckerle, to approve the NEOLA updates, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the Emergency Food Service Management Agreement with Sodexo. Due to the resignation of the Food Service Director and the regulatory and compliance requirements from federal and state program the corporation is needing oversight of all aspects of the National School Lunch Program, School Breakfast Program, Ala Carte Program, Fresh Fruit and Vegetable Program. The Indiana Department of Education has been assisting the corporation to establish an emergency agreement with a Food Service Management Company to manage the comprehensive federal program. The corporation does not have anyone at this time with the expertise to oversee all of the regulatory and compliance requirements.

The future intent would be to implement the emergency relief, as well as begin the consultation with the Indiana Department of Education to solicit Requests for Proposals on a competitive basis by the end of the school year.

A motion by Tim DeMotte, second by Greg Eckerle, to approve the Emergency Food Service Management with Sodexo, was unanimously approved by the Board.

Dr. Lorey made the following announcements:

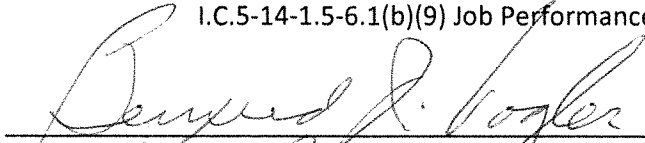
- The regular October Board meeting will be on Monday, October 24, 2022 at 7:00 p.m. at the Jasper High School Community Room
- ISBA/IAPSS Fall Conference will be held October 3-4, 2022
- ISBA Region 9 meeting at Klubhaus 61, November 9, 2022 at 6:00 p.m.
- The 2022-2023 Discussion Dates are:
  - November 16, 2022—Arlet Jackle
  - January 18, 2023—Greg Eckerle
  - March 8, 2023—Ken Schnaus
  - May 10, 2023—Tim DeMotte

There being no further business to conduct and upon a motion by Tim DeMotte, second by Greg Eckerle, the Board voted to adjourn at 8:00 p.m.

An Executive Session was held before the regular meeting and after the regular Board Meeting to discuss the following:

I.C.5-14-1.5-6.1 (b)(6)(B) Personnel

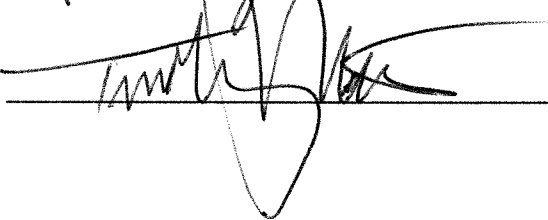
I.C.5-14-1.5-6.1(b)(9) Job Performance Evaluation

 \_\_\_\_\_ President

 \_\_\_\_\_ Vice-President

 \_\_\_\_\_ Secretary

 \_\_\_\_\_ Member

 \_\_\_\_\_ Member

# 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 7/15/2022 11:10:35 AM

Ordinance / Resolution Number:

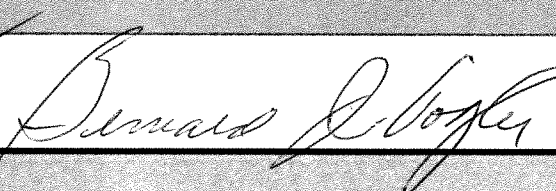

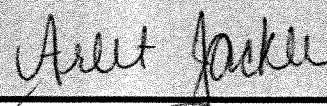
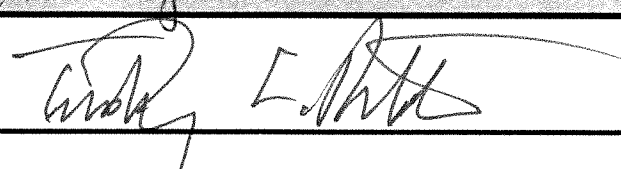
Be it ordained/resolved by the **Greater Jasper Consolidated Schools** that for the expenses of **GREATER JASPER CONSOLIDATED SCHOOL CORPORATION** for the year ending December 31, **2023** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and 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 **GREATER JASPER CONSOLIDATED 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 **Greater Jasper Consolidated Schools**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Greater Jasper Consolidated Schools	School Board	09/26/2022

## Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$1,750,000	\$0	0.0000
0180	DEBT SERVICE	\$8,766,480	\$12,269,502	1.2270
3101	EDUCATION	\$20,192,894	\$0	0.0000
3300	OPERATIONS	\$10,710,499	\$7,855,000	0.7855
		<b>\$41,419,873</b>	<b>\$20,124,502</b>	<b>2.0125</b>

Name		Signature
Bernie Vogler	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Ken Schnaus	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Greg Eckerle	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Arlene Jackle	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Tim Demotte	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

## ATTEST

Name	Title	Signature
Greg Eckerle	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 ☒

**Greater Jasper Consolidated Schools, Dubois County, Indiana**  
**Board of Trustees Resolution Authorizing Tax Anticipation Warrants for 2023**

WHEREAS, the Board of School Trustees of the Greater Jasper Consolidated Schools, Dubois County, Indiana, finds that an emergency may exist for the borrowing of money with which to meet the expenses of the Greater Jasper Consolidated Schools that will be incurred in 2023 and to be paid from the Operations Fund of the School Corporation and/or the Debt Service Fund of the School Corporation.

WHEREAS, the Board of School Trustees hereby authorizes the Superintendent and/or Business Manager the authority to issue the necessary Tax Anticipation Warrants in accordance with Indiana State Law.

WHEREAS, A temporary loan is hereby authorized to be made for and on behalf of the Operations Fund in an amount not to exceed eighty percent (80%) of the Operations Fund December Settlement Amount, and for and on behalf of the Debt Service Fund in an amount not to exceed eighty percent (80%) of the Debt Service Fund December Settlement Amount.

All of the proceeds of such loans shall be placed in the Operations Fund or the Debt Service Fund, as applicable. The loans shall be used for meeting expenses of the School Corporation included in the regular budget and appropriations adopted for the year 2023 which expenses must be met prior to the receipt of the settlement and distribution of property taxes payable in 2023

WHEREAS, the Board of School Trustees authorizes a levy in the 2023 Debt Service Fund budget sufficient to repay the interest due all Tax Anticipation Warrants for the 2023 Budget Year.

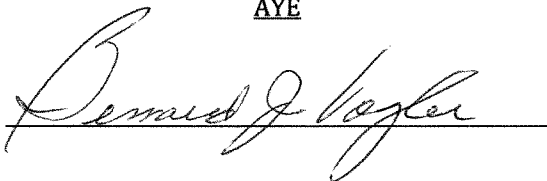
WHEREAS, the Board of School Trustees further authorizes a levy in the 2023 Debt Service Fund in an amount of \$296,691 (Two-hundred Ninety-six Thousand Six-hundred Ninety-one Dollars) to be used up to the amount sufficient to repay the interest due all Tax Anticipation Warrants for the 2023 Budget Year.

PASSED AND ADOPTED this 26th day of September, 2022.

**Board of School Trustees of the Greater Jasper Consolidated Schools**  
**Dubois County, Indiana**

AYE

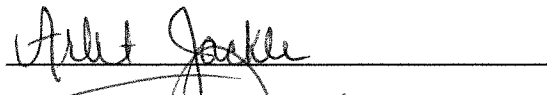
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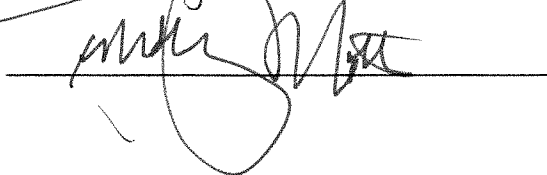
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RESOLUTION FOR GOALS FOR EXPENDITURES FOR 2023 FISCAL YEAR  
P.L. 191-2006 (HEA 1006)

WHEREAS, according to P.L. 191-2006 (HEA 1006) at the beginning of the 2007-2008 school year each school corporation shall establish goals for each category of expenditures set forth in section 4 of this chapter that will increase the school corporation's allocation of taxpayer resources directly to student instruction and learning, in light of the unique circumstances present in the school corporation.

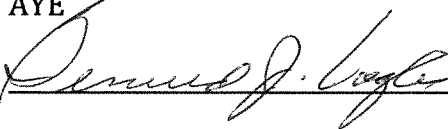
THEREFORE BE IT RESOLVED, that the Greater Jasper Consolidated Schools Board of School Trustees shall strive to increase the percentage for student instructional expenditure categories as compared to the other expenditure categories as described in IC 21-10-3-4 for the next fiscal year by identifying efficiencies in all expenditure categories.

Goals will include but not be limited to the following expenditures:

- (1) Consolidation of purchases in non-instructional school service areas, i.e. transportation, food, via the use of our regional education center (Southern Indiana Education Center) and the e-procurement process
- (2) Reduce overhead and operational expenditures

Adopted this 26<sup>th</sup> day of September, 2022.

AYE









NAY

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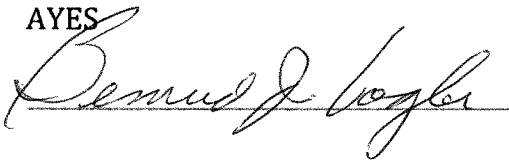
, Secretary of Board of Trustees

## RESOLUTION FOR 2023 BUDGET TRANSFERS

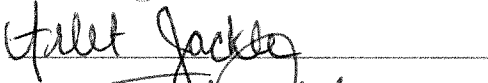
The Treasurer of Greater Jasper Consolidated Schools is hereby authorized to make transfers within funds and also between funds and within minor categories and to transfer among major categories, appropriations and revenue necessary to allow for expenditures in the 2023 budgets, when necessary.

Adopted this 26<sup>th</sup> day of September, 2022.

AYES









NAYES

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RESOLUTION FOR 2023 FALL BUDGET HEARING

WHEREAS, the Greater Jasper Consolidated Schools, Board of School Trustees acknowledges the proposed 2023 budget as advertised and:

WHEREAS, the Board of Trustees also acknowledges that some changes may need to be made at the Fall Budget Hearing.

THEREFORE, BE IT RESOLVED, that Dr. Tracy Lorey, Superintendent of the Greater Jasper Consolidated Schools is hereby authorized to make any changes, adjustments or reductions that she deems necessary to any of the 18 lines on Form 4B, including line 5 and:

BE IT FURTHER RESOLVED, that Dr. Lorey is directed to report any changes made at the Budget Hearing to the Board of School Trustees following the Hearing.

Adopted this 26<sup>th</sup> day of September, 2022.

AYE

*Demetrius J. Vogler*

*Greg Eberle*

*Arlene Jockle*

*Tracy Lorey*

NAY

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**RESOLUTION TO ADOPT US REPLACEMENT PLAN  
Budget Year 2023**

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

School Corporation Name: Greater Jasper Consolidated Schools  
County: Dubois

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: August 22, 2022  
Meeting Location: JHS Community Room; 1600 St. Charles; Jasper, IN 47546

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: September 26, 2022

AYE

NAY

*Demard G. Vogler*  
*Doug Eskola*

*Arletta Jacke*  
*Timothy M. Mox*

Attest:

*Doug Eskola*

Secretary of Board of School Trustees

**RESOLUTION TO ADOPT THE CAPITAL PROJECTS FUND PLAN  
Budget Year 2023**

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

School Corporation Name:	Greater Jasper Consolidated Schools
County:	Dubois

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:	August 22, 2022
Meeting Location:	JHS Community Room; 1600 St. Charles; Jasper, IN 47546

THEREFORE, BE IT RESOLVED, by the Board of Trustees that the plan entitled "2023 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:	September 26, 2022
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AYE

NAY

*Demond J. Logley*

*Drg Ekeke*

*Arlet Jackson*

*Imogene Matis*

Attest:

*Drg Ekeke*

Secretary of Board of School Trustees

**RESOLUTION TO TRANSFER OF AMOUNTS FROM EDUCATION FUND  
TO THE OPERATIONS FUND RESOLUTION**

**RECURRING BASIS: MONTHLY**

WHEREAS, the Board of School Trustees is the governing body of the Greater Jasper Consolidated Schools, Dubois County, Indiana, and

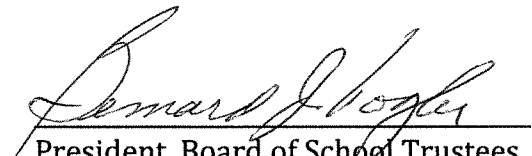
WHEREAS, HB 1009 required the governing body of each school corporation to establish an Education Fund for the payment of expenses allocated to student instruction and learning under IC 20-42.5, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Operations Fund for the payment of expenses that are not allocated to student instruction and learning under IC 20-42.5, and


WHEREAS, HB 1009 requires that distributions of tuition support be received in the education fund.

THEREFORE BE IT RESOLVED, that the Board of School Trustees authorizes the Treasurer of the Greater Jasper Consolidated Schools to transfer an amount not to exceed \$2,520,000 from the Education Fund to the Operations Fund, to reimburse the Operations Fund for expenses that are not allocated to student instruction and learning under IC 20-42.5 for the period of the 2023 Budget Year.

This resolution was duly made, seconded and adopted this 26<sup>th</sup> day of September, 2022.

  
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President, Board of School Trustees  
Greater Jasper Consolidated Schools

ATTEST:

  
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Secretary, Board of School Trustees  
Greater Jasper Consolidated Schools

## RAINY DAY TRANSFER RESOLUTION

WHEREAS, the Greater Jasper Consolidated Schools has established a rainy day fund to be used for such situations as determined by board policy, and

WHEREAS, a school corporation may transfer not more than 15 percent (15%) of the total budget of each tax bearing fund to the rainy day fund each year;

THEREFORE BE IT RESOLVED that the Board authorizes the treasurer to make the following transfer for the budget year ending 2021.

Operations Fund	\$1,000,000
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TOTAL Transfer to the Rainy Day Fund	\$1,000,000
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Adopted this 26<sup>th</sup> day of September, 2022.

AYES

*James J. Logler*

*Greg Eibner*

*Arlet Jackle*

*[Signature]*

NAY

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# Clerk of the Works Service Agreement

This Agreement ("Agreement"), made this 26th day of September 2022, by and between Greater Jasper Consolidated School Corporation ("GJCSC") with its principal offices located at 1520 Saint Charles Street, Jasper, IN, 47546 and The Stenftenagel Group L.L.C. (TSG) with its principal offices located at 2602 Newton Street, Suite C, Jasper, IN 47546.

## WITNESSETH:

Whereas, GJCSC is involved in building improvements consisting of, but not limited to, a CTE addition and improvements at Jasper High School, Ireland Elementary School Classroom Addition and Improvements, Alumni Stadium New Locker Room Facility and Improvements, Jasper High School Athletic Fields Site Improvements, Ruxer Field Improvements, Jasper High School Mechanical Improvements, Facilities Roof Improvements and other misc. improvements as assigned as ("Projects"); and

Whereas, the Greater Jasper Consolidated School Corporation (GJCSC) desires to retain the services of the Stenftenagel Group L.L.C. (TSG) to provide Clerk of the Works Services to GJCSC in connection with the Projects; and

Whereas, TSG desires to provide Clerk of the Works services to GJCSC in connection with the Projects.

Now, therefore, in consideration of the foregoing and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### 1. Clerk of the Works

The Owner (GJCSC) is authorized to employ TSG as the Owner's Representative or Clerk of the Works, to manage and assist the Owner (GJCSC) and Architect/Engineer in defining the Projects, development, manage and observe the Work of the Projects in conjunction with the Architect/Engineer selected by the Owner (GJCSC).

With full support of the Owner (GJCSC), TSG shall provide the services as listed in Section 2 of this agreement, Scope of Services. Nothing herein contained shall create any contractual relationship between TSG and the Architect, Engineer, any contractor, subcontractor or sub-subcontractor. Owner's (GJCSC's) contract with TSG shall not relieve the Contractor or the Architect and Engineer of any of its responsibilities or obligations under the Contract Documents or individual contracts executed with each or be construed as rendering TSG responsible for any design quality or construction workmanship means, methods or safety procedures.



## 2. Liability of Parties

- a. It is understood by GJCSC and TSG that the Architect, Engineer and any other vendors and consultants providing services, design and information and/or products for the Project's development for GJCSC are solely responsible for the accuracy, correctness, and completeness of the design, drawings, and specifications.
- b. TSG or Scott Stenftenagel personally, or in any other capacity, or employees of TSG shall not be held responsible for any errors and omissions. Where in the performance of the Scope of Services, as specified in Paragraph c. below, TSG, employees of TSG and/or Scott Stenftenagel were specifically negligent in the performance of TSG's obligations under the Agreement in which event TSG shall have liability.
- c. TSG and its agents and employees shall perform their services under this agreement using due care, professional skill and judgement as is ordinarily exercised by similar firms performing similar services under similar conditions.
- d. It is also understood by GJCSC and TSG that all Vendors, Contractors, Consultants, Manufacturer Representatives providing training and instruction to Owner's staff and assigned personnel for operation and maintenance of equipment and products incorporated into the Project shall be solely responsible for all content conveyed to Owner's staff or authorized personnel. Additionally, it is also understood that TSG shall not be responsible for coordination or arranging any additional or on-going training or instruction to Owner's staff or authorized personnel
- e. It is also understood by GJCSC and TSG that GJCSC, all Contractors, Vendors the Architect and Engineer are responsible, in its entirety, for their own on-site safety program and for the safety and the well-being of their employees, visitors, sub-contractors or others for whom they are responsible, and TSG shall not be liable for or held accountable in the event of an incident.
- f. GJCSC agrees to indemnify, defend, save and hold harmless TSG, its agents, officials, and employees, from any and all claims, actions, causes of action, judgments, and liens arising out of performance under this Agreement.

## 3. Scope of Services to be provided by the Stenftenagel Group L.L.C.

The Stenftenagel Group L.L.C. (TSG) shall provide to the GJCSC the following services as required for each of the following Phases.

Please note that The Stenftenagel Group (TSG) will not perform responsibilities and services as indicated in the **Post-Bid, Construction Contract Administration and On-Site Observation Phase** unless able to participate fully and provide the responsibilities and services as indicated in the **Design Development and Project Planning Phase**.

**Design Development and Projects Planning Responsibilities (Performed at an hourly rate):**

- a. Provide management and assist Owner's consultants in the development of the required steps and time-line for the purpose of procurement of proposed improvements.
- b. Assist the Owner in the selection of an Architect / Engineer if not already selected by the Owner.
- c. Develop thorough knowledge of the purpose of the facility and improvements, Owner's requirements, design drawings and contract documents.
- d. Assist the Architect/Engineer in developing knowledge of the Owner's facilities, operating procedures, existing equipment, mechanical systems, life safety systems and requirements, roof structures, athletic facilities, and site conditions for the purpose of assisting the Owner in defining and prioritizing deficiencies and or needs that require correction or attention.
- e. Assist the Architect/Engineer with the development of a Budget Estimate for Projects or Projects for the purpose of prioritizing and planning.
- f. Facilitate with the Architect, Design Development Meetings with faculty, staff, and other Owner personnel whose input the Owner desires to have accounted for and provide input.
- g. Assist in the selection of an Commissioning Agent and a Geotechnical Engineer if required.
- h. Recommend and discuss with A/E and Owner possible variances required to allow construction activities to be performed in an occupied building environment. Assist A/E with seeking variances.
- i. Provide input in the development of a cost estimate of the Projects.
- j. Review plans and specifications with due care. Submit comments for review and consideration to the Architect and Engineer that will be in the best interest of the Owner and Projects.
- k. Together with the Owner and the Architect, review and develop a Project Schedule and Phasing Plan if applicable.
- l. Discuss possible constructability issues with the Architect and Engineer that may create a delay in the Projects Schedule or may escalate the Projects costs. Make suggestions to improve constructability issues and Projects costs.
- m. As applicable, review and provide comments on proposed products to be incorporated into the Project/s for the following, but not limited to all building components, HVAC and mechanical/plumbing systems, electrical systems, lighting systems, technology, intercom/clock, security/building access, fire alarm and wet pipe sprinkler systems, elevator equipment and food service equipment, fixtures. Submit comments to Architect and Engineer for discussion and consideration.
- n. Review specifications for equipment and building component manufacturer's warranties, maintenance and training of Owner's Staff. Submit and discuss recommendations to Architect and Engineer for consideration.
- o. Coordinate and communicate with newspapers for publishing of Advertisements of "Invitation to Bid".

- p. Attends and assists in conducting Pre-Bid meeting.
- q. Attends and assists in the Bid opening, review of Bids, Alternates, Sub-Contractor and Equipment List and provide comments as required.
- r. Together with the Architect and Engineer, present qualified Construction Firms to complete the Projects to the school board for approval.
- s. Discuss and coordinate Owner's insurance responsibilities and coverage with Owner's insurance provider.

**Post-Bid, Construction Contract Administration and On-Site Responsibilities:**  
(Performed at an hourly rate):

- a. Attends and assists with Pre-Construction Conference.
- b. Together with the Owner, Architect and Contractor determine and develop the Schedule of Values.
- c. Develop thorough understanding of the Projects Budget and monitor all associated construction costs as construction progresses.
- d. Assist the Contractor's superintendent with understanding the intent of the Contract Documents.
- e. Perform daily observations to review quality and progress of construction activities to determine, in general and with due care, that construction is in accordance with the Contract Documents.
- f. Maintain records at the construction site. Include all correspondence concerning the Projects contract documents, construction schedule, Request for Information (RFI's), Architectural Supplemental Instructions (ASI's), Change Orders (C.O.s), Proposal Requests (PR's), Construction Change Directives (CCD's), test results, permits, inspection reports, insurance policies, minutes of meetings, shop drawings, record drawings, invoices and any other applicable documentation.
- g. Meet and accompany any inspectors from local, state or federal agencies having jurisdiction over the Projects. Report results of such inspections to the Owner, Architect / Engineer and Contractor. Monitor any corrective actions.
- h. Review field reports from Architects and Engineers and act upon accordingly if required.
- i. Observe materials and equipment delivered to the site to determine, through a visual review of select samples, if materials and equipment are those specified or are approved substitutes. Observe materials and equipment to determine through visual observation that materials and equipment are in good condition and free of defects. Visual observation of equipment does not consist of disassembly of equipment. Report any problems to the Architect and Contractor and as soon as possible to the Owner.
- j. Monitor the proper storage of materials and equipment, including any off-site storage. Report any problems to the Architect and Contractor. Notify the Owner if, in the Clerk of the Works opinion, any materials or equipment should be replaced or corrected due to improper storage. Photo documentation shall be provided.

- k. Notify and consult with the Architect, Contractor and Owner of any work, which, in the opinion of the Clerk of the Works, is substandard or otherwise not in accordance to the Contract Documents. Photo documentation shall be provided.
- l. Notify the Architect, Contractor and Owner of any conditions, which may delay completion of the total Projects or of delayed or missing materials or equipment.
- m. If the scope of the Projects involves an occupied facility, assist in the coordination of access to various areas of the facility by the Contractors.
- n. Coordinate with the appropriate school corporation personnel regarding security, School corporation resource usage, utilities, access to facilities and other pertinent issues as they arise.
- o. Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of work. Be especially alert to any conditions which may lead to claims for damage or create a delay in the Projects Schedule.
- p. Evaluate, log, make recommendations if required, on Proposal Requests (PR's), Change Orders (CO's), Request for Information (RFI's), Architectural Supplemental Instructions (ASI's) and Construction Change Directives (CCD's).
- q. Facilitate Progress Meetings and develop Meeting Minutes as the Owner's Representative.
- r. Observe tests as required by the Contract Documents.
- s. Receive and review all Contractor's pay request with the Architect and make adjustments if necessary to reflect work in place.
- t. Coordinate and direct the work of any separate Owner's Contractors or Vendors.
- u. Continuously observe and review installation of building components, equipment, electrical, plumbing, devices, etc...to determine if proper required access to properly service such installations are maintained. Consult with Architect, Engineer and Contractor to make appropriate revisions if necessary.
- v. Continuously perform above ceiling observations as construction progresses and consult with Architect, Engineer and Contractor to make corrections as required if necessary.
- w. Coordinate, observe and direct installation of Owner furnished equipment or material.
- x. Assist the Architect / Engineer in the development of Punch Lists.
- y. Review and update Punch Lists as Punch List items are being completed.
- z. Confirm Punch List items are complete and with due care satisfy the Contract Documents.
- aa. Review list of items to be completed or corrected for the execution of Certificate of Substantial Completion and / or Certificate of Occupancy.
- bb. Participate in final inspections and commissioning.
- bb. Participate in final Architect and Owner inspections and walk-through.

- dd. Receive and review technical manuals, operator's manuals, manufacturer's instructions and similar documents for transfer to the Owner's staff.
- ee. Receive and inventory keys, special tools, filters, spare parts and similar items for transfer to the Owner's staff.
- ff. Coordinate and schedule training of the Owner's staff on new equipment operation and maintenance as required by the Contract Documents. Training shall be performed by qualified equipment/product manufacturer representative.
- gg. Receive and review as-built drawings for transfer to the Owner.
- hh. Periodically inspect the Contractor's record drawings and notify the Architect and Owner of any failure by the Contractor to maintain up-to-date records.
- ii. Coordinate and consult with the Owner, Contractors and the Architect on problem resolutions.
- jj. Maintain an effective and professional working relationship with the school corporation (Owner), Architect and Contractors.
- kk. Research and pursue possible rebate opportunities with local utility providers.
- ll. Solicit technical advice from the appropriate resources and firms as needed.
- mm. Reports at least monthly, publicly to the Owner, together with a written report.

#### **4. Employee Non-Solicitation**

During the term of this Agreement, and for a period of one (1) year thereafter, GJCSC and TSG shall not, directly or indirectly, for itself or any third party, solicit or offer employment to, or hire any employee, former employee, subcontractor or former subcontractor of GJCSC or TSG.

The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of GJCSC or TSG who were employed or utilized by GJCSC or TSG on the effective date of this agreement.

#### **5. Disputes and Governing Law**

Prior to either party filing a legal action or instituting mediation the parties will, in good faith, attempt to resolve any dispute themselves. In the event the parties are unable to resolve the dispute themselves, then the parties agree that any controversies or claims asserted by a party in connection with this agreement will be brought in a court with appropriate jurisdiction in Dubois County, Indiana or the United States District Court for the Southern District of Indiana. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Participation in non-binding mediation shall be a further condition precedent to the institution of legal proceedings.

## 6. Fees and Costs.

GJCSC shall pay to TSG, for all services rendered as described in the Scope of Services as listed in Section 3 of this agreement, a fee as based on the following terms and conditions which will remain unchanged and in full force effect for the term hereof:

- a. GJCSC shall pay TSG at a rate of \$100 per hour for time spent performing the listed **Design Development and Projects Planning Responsibilities** for the Projects. TSG shall submit an invoice monthly to GJCSC for the time spent.
- b. At the time the Project or Projects are approved, and at the time a contract or contracts are awarded to the successful Contractors or Contractor by the school board for Work performed for any portion of the Projects, or at an earlier date as agreed to by both GJCSC and TSG, the **Post-Bid, Construction Contract Administration and On- Site Responsibilities**, as listed in Section 3 of this agreement, will become effective at a rate of \$100 per hour and remain in effect until a time when GJCSC and TSG determines collectively and that the "full-time" duties of a Clerk of the Works is not warranted due to the completion of the Projects or until this agreement is terminated in accordance with paragraphs 9 or 12 of this agreement.
- c. The fee for total hours spent per month shall be invoiced and paid at a frequency of once a month.
- d. At the time when a "full-time" Clerk of the Works becomes active, the following terms and conditions shall become effective:
  - o TSG will provide an on-site office trailer for an added monthly fee of \$100 per month for the duration of the Projects. TSG will pay for set-up mobilization costs and demobilization costs for the on-site office trailer. GJCSC will provide electrical service and connection to the on-site office trailer.

The on-site office trailer provided by TSG will be only for the sole purpose of occupancy and use by TSG and will not be utilized by any Contractor, Sub-contractor or other entity.
  - o TSG shall not charge GJCSC for office supplies such as paper, ink cartridges, postage, file folders, envelopes, etc...
  - o All costs for scans of prints, specifications, advertisements, binders for documents shall be paid for by GJCSC.
  - o TSG shall not charge GJCSC for cell phone or internet charges.
  - o The Clerk of the Works and assigned TSG staff will spend the required hours per week Monday through Friday as deemed appropriate by TSG for each Project to complete the listed responsibilities, excluding weekends and holidays. If in some cases construction activities on-site take place during the weekend or on a holiday and warrant the presence of the Clerk of the Works, the Clerk of the Works will be on site during these activities at the same hourly rate of \$100 per hour.

## **7. Insurance**

TSG shall purchase and maintain such insurance as set forth below; with Greater Jasper Consolidated School Corporation as an insured party hereunder:

### **Automobile Liability Insurance:**

Bodily Injury Liability	\$250,000 each person, \$500,000 each accident
Property Damage Liability	\$95,000 each accident
Medical Expense	\$5,000 each person
Comprehensive	Actual cash value
Collision	Actual cash value less \$500 deductible each accident.

### **Uninsured / Underinsured Motorist**

Bodily Injury	\$250,000 each person, \$500,000 each accident
Uninsured Motorist Property Damage	\$10,000 each accident

### **Commercial Professional Liability Insurance:**

Professional Liability Insurance with a limit of \$1,000,000

## **8. Term**

This Agreement shall commence on the 26th day of September 2022 and shall continue in full force and effect until the completion of the Projects or until this Agreement is terminated as provided in Section 9 below.

## **9. Termination**

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. Upon termination, GJCSC shall pay TSG for all services rendered to date of termination.

## **10. Mutual Representations and Warranties of the Parties**

Each party hereto represents and warrants to the other the following:

- a) As of the date of this Agreement, GJCSC each is a school district/corporation duly organized, validly existing and in good standing under the laws of its state of organization/incorporation, with all requisite power and authority to execute, deliver, and enter into and perform its obligations under this Agreement.
- b) As of the date of this Agreement, TSG is qualified to do business in good standing in the State of Indiana.
- c) Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with, or result in the breach of, or constitute a default under, any of the provisions of its certificate of incorporation or charter, or bylaws, or any other restrictions or any agreement or instrument to which it is a party or by which it is bound.

- d) It has taken, or caused to be taken, all necessary action to authorize the execution, delivery and performance of this Agreement, and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

## **11. Notices**

Any notice, request, consent, demand or other communication given or required to be given hereunder shall be in writing and in the English language and shall be given by hand delivery or by mailing the same by certified mail, return receipt requested, postage prepaid:

- a. if to, GJCSC  
to:

Dr. Tracy Lorey, Superintendent  
c/o Greater Jasper Consolidated School  
Corporation  
1520 Saint Charles Street  
Jasper, IN 47546

if to TSG, to:

Scott Stenftenagel, Owner  
The Stenftenagel Group L.L.C.  
2602 Newton Street, Suite C  
Jasper, IN 47546

or to such other addresses and to the attention of such persons as may hereafter be designated by like notice hereunder. Any communication shall be deemed given upon mailing by certified mailing or upon hand delivery to the receiving party.

## **12. Breach:**

- a) Upon any material breach of this Agreement, the non-breaching party shall cause notice to be delivered to the breaching party setting forth the nature of the breach and the specific portions of the agreement relevant thereto. Said notice shall recite a cure period of thirty (30) days from the date of receipt of said notice by the breaching party. In the event said cure period expires without appropriate response from the breaching party, a default shall automatically occur and this agreement will terminate immediately at the sole discretion of the non-breaching party.

## **13. Force Majeure**

- a) If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, that party shall give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure as quickly as possible.



- b) The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled and shall entirely rest within the discretion of the party concerned.
- c) The term force majeure shall include lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, failure to timely receive necessary governmental approvals, governmental restraint, pandemic, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

#### **14. Miscellaneous Provisions**

- a) This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or terminations sought, and then only to the extent set forth in such instrument.
- b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall have the right to assign this Agreement without the prior written consent of the other party hereto.
- d) As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular, as the context may require.
- e) If any provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.
- f) Neither party shall be liable to the other under this Agreement for any indirect, special, consequential, or punitive damages incurred in connection with this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

ATTEST:

GREATER JASPER CONSOLIDATED SCHOOL  
CORPORATION

Superintendent: Mary Young

Board President: Demond J. Hoyle

Board Secretary: Donna Eickel

Date: 9/26/22

ATTEST:

THE STENFTENAGEL GROUP L.L.C.

By: [Signature]

Title: OWNER

Date: 9/27/22

## **September 2022 GJCS School Board Meeting Curriculum and Testing Update**

### **IREAD-3 2022 Results**

The Indiana Reading Evaluation and Determination (IREAD-3) is a grade three reading assessment developed in accordance with state legislation. IREAD-3 is designed to measure foundational reading skills based on Indiana Academic Standards through grade three.

All GJCS 3rd grade students participated in the IREAD-3 Administration in March 2022. Students who did not earn a passing score in March participated in remediation during our June Summer School Session and retested upon the completion of summer school. Below are the overall State and Greater Jasper results.

	Indiana	GJCS
IREAD-3 % Pass	81.6%	94.4%

All Greater Jasper students who did not pass after remediation and the retest opportunity qualified for a Good Cause Exemption, which will exempt them from further retesting, due to their special education and/or English language proficiency status. Good Cause Exemptions are granted based on the recommendation of the individual student's Case Conference Committee.

### **SAT 2022 Results**

For the first time in 2022, all Indiana juniors were required to participate in the School Day SAT as part of the state's school accountability process. The School Day SAT replaces ISTEP+ assessments in English 10 and Algebra I that were previously required of high school students. While the School Day SAT is not a graduation requirement for students, it does factor into the high school accountability measure and is required of all grade 11 students regardless of their post-secondary plans. The SAT assessment is a measure of college-readiness, and it is important to note that students who intend to enter the workforce, military, or technical/trade schools are still required to participate. Below are the overall State and Greater Jasper Results.

	Indiana	GJCS
% Students Meeting Evidence Based Reading and Writing Benchmark	50.5%	55%
% Students Meeting Math Benchmark	31.1%	47.9%

## RESOLUTION FOR ADDITIONAL APPROPRIATIONS

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2022 annual budget:

THEREFORE, be it resolved by the Board of School Trustees of the Greater Jasper Consolidated School Corporation, Dubois County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the law governing the same:

<u>Fund Name</u>	<u>Amount Requested</u>	<u>Amount Appropriated</u>
Education Fund Appropriation Fund 3101	\$1,500,000	\$1,500,000
<b>Total for Education Fund</b>	<b>\$1,500,000</b>	<b>\$1,500,000</b>

Adopted this 26<sup>th</sup> day of September, 2022.

AYE

*Demetrius J. Baker*

NAY

*Dreg Eckerle*  
*Alec Jackel*  
*Matthew 2 Orner*

ATTEST:

*Dreg Eckerle*  
Secretary Board of School Trustees

*9/26/22*  
Date