

**REGULAR MEETING  
BOARD OF SCHOOL TRUSTEES  
BROWNSBURG COMMUNITY SCHOOL CORPORATION**

The Board of School Trustees of the Brownsburg Community School Corporation met in a regular meeting on Monday, November 14, 2022 at 6:30 p.m. in the F.L. O’Neal Administration Building, 310 Stadium Drive; Brownsburg, Indiana.

**I. CALL TO ORDER**

Mr. Eric Hylton, President of the Board, called the meeting to order at 6:30 p.m. Other Board members in attendance were Ms. Jessica Heffernan, Dr. Matt Freije, Mrs. Tiffany Dearman, and Mr. Mike Wells. Administrators present were Dr. Jim Snapp, Dr. Kat Jessup, Mr. John Voigt and Mr. Shane Hacker. Mrs. Jodi Gordon, Ms. Vicki Murphy and Dr. Bret Daghe also attended.

**II. PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

**III. MOMENT OF REFLECTION**

Mr. Hylton asked for a moment of silence for reflection.

**IV. COMMUNICATIONS**

**A. Commendation**

Dr. Snapp invited members of the 2022 IHSA State Champion Unified Flag Football Team forward to be recognized. The team members won their first State Championship, sixth all time for a Brownsburg Team, in October. The students introduced themselves and their guests. Ms. Kayle Comer, UFF coach, shared about the overall experience for the team. The team was awarded a commendation for their great accomplishment.

**B. Brownsburg Education Foundation Report**

Mrs. Dearman shared the following from the Brownsburg Education Foundation:

- Apples for Excellence will be sold the week after Thanksgiving, in conjunction with #GivingTuesday, November 29 and 30 for a \$5 donation. Sales will also begin online the week prior for anyone wishing to purchase apples with a credit card.
- BEF Rally for Our Kids Gala – Save the Date – Friday, March 10, 2023. Early bird whole table reservations will be available December 1-15. See the BEF website for more information.

**C. Operations Update**

Mr. Voigt shared a brief update on the relocation of the county regulated drain on the Brownsburg High School site. The project will begin in November and extend through June 2023. Communication to students and parents, who will see adjustments made to parking and drive patterns, and to neighboring residents was issued this past week. Mr. Voigt explained contractors will phase the project to limit disruptions to parking and traffic as much as possible. He noted that at the end of the project, a portion of Odell Street will be closed from approximately May 1 – June 9, 2023.

**V. COMMENTS FROM PATRONS**

*Mr. Cleve Hillman, Brownsburg* – Mr. Hillman thanked the School Board, Dr. Snapp and Vicki Murphy for their support of the BCSC VISION program. He shared that he and his wife have attended the program and have found the experience to be enlightening and informing. He urged other residents to participate in the program, it is well worth their time.

**VI. CONSENT ITEMS****A. Approval of the following:**

- **Approval of Minutes – October 3, 2022 Business Meeting**
- **Approval of Claims – P/R#10/07/2022 - \$2,378,609.55; P/R#10/21/2022 - \$1,757,159.99; Claims 9/29-11/9/2022 - \$9,046,553.55**
- **Superintendent’s Report**

The Superintendent’s Report was presented as follows:

**1. Retirement – Support Staff:**

Name	Building	Position	Effective Date
a. Teresa Such	Transportation	Bus Driver	December 16, 2022

**2. Termination – Support Staff:**

Name	Building	Position	Effective Date
a. Aidan Daily	BHS	Nutrition Services	November 2, 2022

**3. Resignations – Certified Staff:**

Name	Building	Position	Effective Date
a. Callie Lauer	BHS	English Teacher	October 28, 2022

**4. Resignations – Support Staff:**

Name	Building	Position	Effective Date
a. Eric Nzovu	Facility Services	Custodian	October 28, 2022
b. Veronica Katsaros	BHS	Study Hall Supervisor	November 4, 2022
c. Carl Eastham	Facility Services	Custodian	October 31, 2022
d. Theresa Jones	Delaware Trail	Learning Lab Instructional Assistant	November 4, 2022
e. Vicki Shaffer	Brown	Nutrition Services	December 16, 2022
f. Bonheur Mfura	Facility Services	Custodian	October 28, 2022
g. Seth Kindig	Facility Services	Facility Services Technician	November 2, 2022
h. Taylor Fanks	ECC	Instructional Assistant	October 6, 2022

**5. New Employment – Certified Staff:**

Name	Building	Position	Effective Date	Degree	Reason for Employment
a. Andrew Collins	BHS	English Teacher; Long Term Substitute	October 31, 2022 thru the end of the school year	Masters	Replacing Callie Lauer
b. Tone Tracy	BHS	English Teacher; Long Term Substitute	October 24, 2022 thru the end of the school year	Bachelors	Replacing Katy Olson
c. Karla Adler	BHS	Spanish Teacher; Temporary contract	November 30, 2022 thru December 16, 2022	Bachelors	While Heather Salazar is on medical / maternity leave
d. Mikayle Kuznicki	Reagan	4 <sup>th</sup> Grade Teacher; Temporary contract	November 8, 2022 thru April 19, 2023	Bachelors	While Elizabeth Chandler is on medical / maternity leave
e. Abigail Postma	Reagan	3 <sup>rd</sup> Grade Teacher; Temporary contract	October 24, 2022 thru January 13, 2023	Bachelors	While Natalie Meadows is on medical / maternity leave

f. Carole Mea	BHS	French Teacher; Long term substitute	October 28, 2022 thru January 31, 2023	Associates	While Jessica Paul is on medical / maternity leave
g. Kim Lavache	BHS	Special Education Teacher; Temporary contract substitute	Approximately November 29, 2022 thru December 16, 2022	Bachelors	While Judi Adams is on medical leave
h. Maggie Jackson	Eagle	Special Education Teacher; Temporary contract	Approximately November 28, 2022 thru February 17, 2023	Bachelors	While Lauren Falk is on medical / maternity leave

### 6. New Employment – Support Staff:

Name	Building	Position	Effective Date	Hours per Day	Reason for Employment
a. Breanna Bandy	BHS	Special Education Life Skills Instructional Assistant	October 24, 2022	7	Replacing Jade Edmonds
b. Ben Robison	BHS	Study Hall Supervisor	November 7, 2022	7	Replacing Veronica Katsaros
c. Kaiya Howland	Nutrition Services	Floater	October 31, 2022	6	Replacing Deanna Beaver
d. Lisa Maldonado	BHS	Nutrition Services	October 24, 2022	5	Replacing Ashley Whitlock
e. Danielle Denning	Nutrition Services	Floater	October 24, 2022	5	Open floater position
f. Holly Simpson	WMS	Guidance Administrative Assistant	October 24, 2022	7.5	Replacing Aimee Wachman due to a job transfer
g. Stacey Hilgemeier	Reagan	School Nurse	October 24, 2022	8	Replacing Stephanie Camp
h. Kulwinder Birk	Nutrition Services	Floater	October 31, 2022	6	Replacing Terri Robertson
i. Taylor Lambert	Facility Services	Custodian	November 7, 2022	8	Replacing Kendra Snyder
j. Lynn Schey	Transportation	Bus Aide	November 2, 2022	20-25 hours / week	Replacing Jael Osorio
k. Tatyana Washington	Facility Services	Custodian	October 31, 2022	8	Replacing Carl Eastham
l. Luciana Messe	Transportation	Bus Aide	November 7, 2022	20-25 hours / week	Replacing Cindy McNertney due to a job transfer

### 7. New Employment – Extra-Curricular:

Name	Building	Position	Effective Date
a. Caitlin Preda	EMS	Girls Tennis Coach	For the 2022-23 season
b. Alexa Knight	EMS	Assistant Track Coach	For the 2022-23 season
c. Chad Neal	EMS	Assistant Track Coach	For the 2022-23 season
d. Drew Timm	EMS	Assistant Track Coach	For the 2022-23 season
e. Kevin Dahlstrom	EMS	Assistant Track Coach	For the 2022-23 season
f. Craig Beckner	BHS	Assistant Varsity Track Coach	For the 2022-23 season
g. Ricky Crider	BHS	Assistant Varsity Track Coach	For the 2022-23 season
h. John Latta	BHS	Assistant Varsity Track Coach	For the 2022-23 season

i. Jesse Hicks	BHS	Assistant Varsity Track (Lay) Coach	For the 2022-23 season
j. Adam Popenfoose	BHS	Assistant Varsity Track Coach	For the 2022-23 season
k. James McFarlin	BHS	Assistant Varsity Track Coach	For the 2022-23 season
l. Alexandra Buess	BHS	Assistant Varsity Swim Coach	For the 2022-23 season
m. Stephanie Borem	BHS	Assistant Varsity Swim (Lay) Coach	For the 2022-23 season
n. Zach Baldwin	EMS/WMS	Boys and Girls Swim Coach	For the 2022-23 season
o. Kevin Gast	EMS/WMS	Boys and Girls Swim Coach	For the 2022-23 season
p. Givon Dickerson	WMS	7 <sup>th</sup> Grade Boys Basketball (Lay) Coach	For the 2022-23 season
q. Charles McKemie	WMS	8 <sup>th</sup> Grade Girls Basketball (Lay) Coach	For the 2022-23 season
r. Karley Lyons	WMS	Winter Cheer Coach	For the 2022-23 season
s. Miranda Kinter	Facility Services	District Equity Leadership Team (Lay)	For the 2022-23 school year
t. William Shroyer	EMS	National Junior Honor Society Sponsor	For the 2022-23 school year
u. Veronica Goduto	BHS	½ Best Buddies (Lay) Sponsor; splitting position with Kayle Comer	For the 2022-23 school year
v. Justin Stahl	BHS	Assistant Musical	For the 2022-23 school year

**8. Leaves of Absence – Certified Staff:**

Name	Building	Position	Type of Leave	Dates of Leave
a. Kristen Shumate	Eagle	1 <sup>st</sup> Grade Teacher	Medical / Maternity	Approximately April 17, 2023 thru the end of the school year
b. Kara Michael	EMS	Assistant Principal	Medical / Maternity	Approximately April 28, 2023 thru July 28, 2023
c. Taryn Walden	WMS	Assistant Principal	Medical / Maternity	Approximately December 2, 2022 thru February 24, 2023
d. Leah Thompson	ECC	Preschool Teacher	Medical	Approximately January 2, 2023 thru January 20, 2023
e. Cody Honeycutt	EMS	6 <sup>th</sup> Grade Teacher	Paternity	Approximately January 12, 2023 thru January 26, 2023
f. Judi Adams	BHS	Special Education Teacher	Medical	Approximately November 29, 2022 thru December 16, 2022
g. Kari Stevens	WMS	SLP	Medical / Maternity	Approximately January 2, 2023 thru March 17, 2023

**9. Leaves of Absence – Support Staff:**

Name	Building	Position	Type of Leave	Dates of Leave
a. Phyllis Curry	Transportation	Bus Driver	Medical	July 26, 2022 thru a date to be determined
b. Janel Preller	ALPHA	Instructional Assistant	Medical	October 6, 2022 thru approximately December 16, 2022

**10. Change of Status – Certified Staff:**

Name	Previous Position	New Position	Effective Date	Reason for Change
a. Cassie McCoy	ECC SLP Full Time	ECC SLP Part time; 2 days per week	October 31, 2022 thru December 16, 2022	Part time adoptive leave of absence

**11. Change of Status – Support Staff:**

Name	Previous Position	New Position	Effective Date	Reason for Change
a. Michael Sweet	Bus Driver	Transportation Router; 12-month position	October 17, 2022	Replacing Amanda Jarvis due to a job transfer

**12. Approval of Construction Contracts (less than \$2 million):**

It is recommended the Board accept and award the following construction contracts, and authorize the Administration to execute all necessary contracts, issue and approve change orders, and other necessary actions to achieve the project’s schedule, providing the total project cost does not exceed the authorized limits:

**2022 BHS North PE Facility, Bid Package No. 1 – Structural & Misc. Steel, the lowest responsible and responsive bid, awarded to Structural Steel Services, Inc.:**

Base Bid	\$218,900.00
Total Contract Amount	\$218,900.00

**2022 BHS North PE Facility, Bid Package No. 2 – Roofing, the lowest responsible and responsive bid, awarded to Hinshaw Roofing & Sheet Metal, Inc.:**

Base Bid	\$217,855.00
Total Contract Amount	\$217,855.00

**2022 BHS North PE Facility, Bid Package No. 3 – Roof Top Unit, the lowest responsible and responsive bid, awarded to AC Equipment Representatives, Inc.:**

Base Bid	\$98,337.00
Total Contract Amount	\$98,337.00

**FOR BOARD INFORMATION**

**13. Approval of Construction Change Orders:**

The Administration has approved the following construction change orders; the projects remain within their established budgets:

BCSC West Middle School Renovation and Addition							
Contractor	CO #	Contract Amount	CO Dollar Amount	New Contract Value	BCSC Approval	Board Meeting	Description
BP 07 - Millennium	7	\$ 1,770,251.22	\$ 8,824.82	\$ 1,779,076.04	9/27/2022	11/14/2022	CR 5048 - RFI 160 - Cafetorium-West Canopy Storm Drainage
BP 08 - Korellis Roofing	7	\$ 2,843,443.25	\$ -	\$ 2,843,443.25	6/30/2022	11/14/2022	CR 5038 - Unit C Roof Leak & CR 5039 - RFI 115 - Unit E Tapered Insulation
BP 11 - Iwanski Masonry	10	\$ 2,509,174.58	\$ (9,965.42)	\$ 2,499,209.16	10/28/2022	11/14/2022	CR 047 - ASI 047 - Large Ensemble Walls Credit
BP 12 - JBM (General Trades)	15	\$ 5,236,145.00	\$ 11,581.00	\$ 5,247,726.00	9/29/2022	11/14/2022	CR 044 - ASI 044 Front Office Changes, CR 5046 - RFI 155, CR 5049 - Cafetorium Bulkhead, Serving Door
BP 12 - JBM (General Trades)	16	\$ 5,247,726.00	\$ (2,575.00)	\$ 5,245,151.00	10/31/2022	11/14/2022	CR 047 - ASI 047 Large Ensemble Walls, CR 049 - ASI 049 Lobby Facade, Unit F Steel Modification, Scien
BP 13 - Berline	8	\$ 1,614,510.00	\$ 7,382.00	\$ 1,621,892.00	9/29/2022	11/14/2022	CR 044 - ASI 044 - Front Office Changes
BP 13 - Berline	9	\$ 1,621,892.00	\$ (9,643.00)	\$ 1,612,249.00			CR 047 - ASI 047 - Large Ensemble Walls
BP 14 - Santarossa	6	\$ 1,015,072.75	\$ 5,666.78	\$ 1,020,739.53	9/29/2022	11/14/2022	CR 044 - ASI 044 Front Office Changes and CR 5047 - RFI 159 Kitchen Office Flooring
BP 17 - Electric Plus	14	\$ 2,909,301.43	\$ -	\$ 2,909,301.43	9/27/2022	11/14/2022	CR 044 - ASI 044, CR 5044 - RFI 139, CR 5045 - GTT Makerspace Data
BP 17 - Electric Plus	15	\$ 2,909,301.43	\$ (370.00)	\$ 2,908,931.43	10/26/2022	11/14/2022	CR 047 - ASI 047 - Large Ensemble Walls

  

BCSC Crossroads Elementary School							
Contractor	CO #	Contract Amount	CO Dollar Amount	New Contract Value	BCSC Approval	Board Meeting	Description
BP 01 - Geiger & Peters	4	\$ 2,332,618.07	\$ 3,405.33	\$ 2,336,023.40			CR 5018 - RFI 131 - Stud Wall Bearing Clarification
BP 03 - Millennium	6	\$ 5,282,345.08	\$ 51,898.67	\$ 5,334,243.75			ASI 008, RFI 114, 116, 125, & 128

**2022 BCSC Summer Window Replacements, Terstep Company, Inc.:** On October 25, 2022 Change Order No. 002 was approved in the credit amount of \$37,159.00, adjusting the prior contract amount of \$2,228,320.00 to a new contract amount of \$2,191,161.00. The change order adjusts the contract for allowance funds contained within the contract for masonry and flashing modifications; in the field this work was determined not to be necessary.

**14. Approval of Special Use Agreements:**

The Administration has approved the following Special Use Agreements:

**B'BURG Basketball Team:** A Special Use Agreement dated September 21, 2022 and fully executed September 22, 2022, for the period September 21, 2022 through June 30, 2023, for the use of elementary and middle school gymnasiums, to be billed monthly at a rate of \$11.00 per hour. If additional custodial or maintenance services are required, these will be billed at a rate of \$40 per hour.

**The Rock Christian Church:** A Special Use Agreement dated November 3, 2022 and fully executed November 7, 2022, for the period November 3, 2022 through June 30, 2023, for the use of the Brownsburg East Middle School LGI, to be billed monthly at a rate of \$48.00 per hour. Custodial or maintenance services will be billed at a rate of \$40 per hour.

**15. Professional Services Agreements:**

The Administration has entered into the following professional services agreements:

**CSO Architects, Inc.:** The Administration has entered into a master professional services agreement with CSO Architects, Inc. for professional architectural and design services. This master agreement, similar to previous agreements with CSO, establishes the terms of service expected from CSO on projects for which CSO is selected as the architect of record, without any project specific information. For each project a specific exhibit is approved, of which four have been entered into with the master agreement:

Exhibit A-1 – 2022 BHS Site Improvements, dated September 1, 2022, and fully executed on September 20, 2022, for a total lump sum fee of \$675,000.00.

Exhibit A-2 – 2023 BHS Fieldhouse, dated September 1, 2022, and fully executed on September 20, 2022, for a total lump sum fee of \$4,618,144.00.

Exhibit A-3 – 2023 BHS Senior Academy, dated September 1, 2022, and fully executed on September 20, 2022, for a total lump sum fee of \$4,281,856.00.

Exhibit A-4 – 2023 310 Stadium Drive Improvements, dated September 1, 2022, and fully executed on September 20, 2022, for a total lump sum fee of \$90,000.00.

The terms of the master agreement, and the fees contained within all four project exhibits, are aligned with the terms and fees of similar past projects.

**Etica Group, Inc./2023 310 Stadium Drive Reroof:** The Administration has entered into a professional services agreement with Etica. for design, documentation, bidding, and construction observation services for the reroof of the 310 Stadium Drive facility, including portions of the Early Childhood Center. The scope of the reroof is expected to include replacing built-up and metal roofing systems installed in the late 1980's and the 2003 ballasted EPDM membrane roof. The scope of professional services covered by this agreement is very similar to those provided by Etica in the past. The agreement is dated and was fully executed on November 7, 2022, for a total lump sum fee amount of \$52,500.00. This fee is comparable to other similar project fees and is included within the current project budget.

**Etica Group, Inc./2023 Eagle Elementary School Reroof:** The Administration has entered into a professional services agreement with Etica. for design, documentation, bidding, and construction observation services for the reroof of Eagle Elementary School. The scope of the reroof is expected to include replacing the shingle sloped roofing, including potentially replacing all of the existing roof sheathing. The scope of professional services covered by this agreement is very similar to those provided by Etica in the past. The agreement is dated and was fully executed on November 7, 2022, for a total lump sum fee amount of \$65,500.00. This fee is comparable to other similar project fees and is included within the current project budget.

**Meyer Najem Construction, LLC:** The Administration has entered into a master professional services agreement with Meyer Najem Construction, LLC., for professional construction management services. This master agreement, similar to the master agreement with CSO, establishes the terms of service expected from Meyer Najem on projects for which Meyer Najem is selected as the Construction Manager as Advisor, without any project specific information. For each project a specific exhibit is approved, of which two have been entered into with the master agreement:

Exhibit A-1 – 2023 BHS Fieldhouse, dated November 7, 2022, for a total fee of \$7,591,868.00. This fee includes a fixed lump sum construction management fee, staffing costs, and pre-construction, and a general conditions fee paid on a reimbursable basis.

Exhibit A-2 – 2023 BHS Senior Academy, dated November 7, 2022, for a total fee of \$4,584,512.00. This fee includes a fixed lump sum construction management fee, staffing costs, and pre-construction, and a general conditions fee paid on a reimbursable basis.

**16. Field Trip Requests:**

The following field trip requests have been approved by the Superintendent based on travel guidelines set forth by the Board.

**Brownsburg High School German Club – Out of State**

The Brownsburg High School German Club will be traveling to Chicago, Illinois to attend the German Christmas market on Saturday, December 19, 2022. Approximately 40 students and 2 chaperones will be traveling together. The trip is being organized by Elizabeth Cala, BHS Teacher and German Club sponsor.

**Brownsburg High School Wrestling Team – Overnight, Out of State**

The Brownsburg High School Wrestling team will be traveling to Cuyahoga Falls, Ohio to attend a Wrestling Tournament from Thursday, December 8 through Saturday December 10, 2022. Approximately 15 students and 4 chaperones will be traveling together. The trip is being organized by Darrick Snyder, BHS Teacher and Wrestling Coach.

**Brownsburg High School Wrestling Team – Overnight, Out of State**

The Brownsburg High School Wrestling team will be traveling to Broadview Heights, Ohio to attend a Wrestling Tournament from Tuesday, December 27 through Thursday December 29, 2022. Approximately 10 students and 6 chaperones will be traveling together. The trip is being organized by Darrick Snyder, BHS Teacher and Wrestling Coach.

*Dr. Snapp recommended the Board approve the Consent Agenda as presented. Dr. Freije moved to approve the recommendation; Mr. Wells seconded the motion. The Board approved the motion by a vote of five (5) ayes; zero (0) nays.*

**VII. OLD BUSINESS**

There were no Old Business Items.

**VIII. NEW BUSINESS**

**A. Recommendation to Approve Resolution to Participate in the Indiana Bond Bank Tax Anticipation Program and to Authorize Tax Anticipation Warrants for 2023 Budget**

Mr. Hacker recommended the Board of School Trustees approve the resolutions to participate in the Indiana Bond Bank Tax Anticipation Program. He explained that this is a temporary loan that we issue each year from the Indiana Bond Bank to help maintain a positive fund balance in debt service between the two major property tax fund distributions.

**RESOLUTION TO AUTHORIZE TAX ANTICIPATION WARRANTS FOR 2023 BUDGET**

**WHEREAS**, The Board of School Trustees of the Brownsburg Community School Corporation, Brownsburg, Hendricks County, Indiana, finds that an emergency may exist for the borrowing of money with which to meet the expenses of Brownsburg Community School Corporation that will be incurred in 2023 and to be paid from the Debt Service Fund of the School Corporation,

**WHEREAS**, the Board of School Trustees hereby authorizes the Superintendent and/or Chief Financial Officer 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.

**THEREFORE, BE IT RESOLVED**, that said Board authorizes a levy in the 2023 Debt Service Fund budget in the estimated amount of \$60,000 sufficient to repay the interest due all Tax Anticipation Warrants for the 2023 Budget Year.

ADOPTED THIS 14th day of November, 2022.

### **Indiana Bond Bank's 2023 Advance Funding Program**

#### **RESOLUTION**

A RESOLUTION authorizing the Brownsburg Community School Corporation, to make temporary loans to meet current running expenses for the use of the Debt Service Fund of the Issuer, in anticipation of and not in excess of current taxes levied in the year 2022, and collectable in the year 2023; authorizing the issuance of temporary loan tax anticipation warrants to evidence such loans and the sale of such warrants to the Indiana Bond Bank; and appropriating and pledging the taxes to be received in such funds to the punctual payment of such warrants including the interest thereon.

WHEREAS, the Board of School Trustees (the "Fiscal Body") of the Brownsburg Community School Corporation (the "Issuer") has determined that there will be an insufficient amount of money in the Debt Service Fund of the Issuer (the "Fund(s)") to meet the current running expenses of the Issuer payable from such Funds during the fiscal year ending on the last day of December 2023, and prior to the respective June 2023 (that is, the first) and December 2023 (that is, the second and final) settlements and distribution of taxes levied for such Funds; and

WHEREAS, the Fiscal Body now finds that an emergency exists for the borrowing of money to pay current running expenses and that temporary loans for the Funds for such purposes should be made and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, the Fiscal Body has determined to participate in the 2023 Advance Funding Program (the "Program") established by the Indiana Bond Bank (the "Bond Bank") whereby the Bond Bank will purchase the temporary loan tax anticipation warrants and/or temporary interim warrants of the Issuer; and

WHEREAS, in order to participate in the Program, the Fiscal Body may be required to issue and sell its temporary loan tax anticipation warrants to the Bond Bank prior to the final certification of the annual budget levy and tax rates for such Funds for fiscal year 2023 by the Indiana Department of Local Government Finance; and

WHEREAS, the levy proposed for collection for the Funds in 2023 is estimated to produce in the aggregate, with respect to such Funds, an amount equal to or in excess of the principal of and interest on the temporary loans for such Funds; and

WHEREAS, a necessity exists for the making of temporary loans evidenced by temporary loan tax anticipation warrants for the Funds in anticipation of the receipt of current tax revenues for such Funds levied for the year 2022 and in the course of collection in 2023 and the Fiscal Body desires to authorize the making of temporary loans to procure the amounts necessary, in combination with other available amounts, to meet such current running expenses for such Funds and to pay necessary costs incurred in connection with the issuance and sale of temporary loan tax anticipation warrants to evidence such temporary loans; and



WHEREAS, unless otherwise disclosed in writing to the Bond Bank, the Issuer has not previously issued temporary loan tax anticipation warrants payable from 2023 tax revenues with respect to the Funds; and

WHEREAS, the Fiscal Body desires to authorize the payment of interest on the temporary loan tax anticipation warrants from the Debt Service Fund of the Issuer as herein provided; and

WHEREAS, the Fiscal Body seeks to authorize the issuance of such temporary loan tax anticipation warrants and/or temporary interim warrants with respect to the Funds and the sale of such warrants to the Bond Bank pursuant to the provisions of Indiana Code 5-1.5, subject to and dependent upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE BROWNSBURG COMMUNITY SCHOOL CORPORATION AS FOLLOWS:

Section 1. It is hereby found and declared that an emergency exists for the borrowing of money and therefore the Issuer is hereby authorized to make temporary loans to meet current running expenses for the use and benefit of each of the Funds of the Issuer in anticipation of estimated current tax revenues levied for the year 2022 and in the course of collection for such Funds in 2023, which loans shall be evidenced by temporary loan tax anticipation warrants of the Issuer (the "Warrant(s)") issued pursuant to the provisions of Indiana Code 20-48-1-9 as in effect on the date of their respective issuance. A separate Warrant or Warrants shall be issued for each Fund and each maturity date and all Warrants shall be dated as of the date of delivery thereof to the Bond Bank. A separate Warrant or Warrants shall be issued for temporary loan tax anticipation borrowings in anticipation of estimated current tax revenues levied for the year 2022 and in the course of collection for such Funds in 2023. Subject to the provisions of Indiana Code 20-48-1-9 as in effect on the date of their respective issuance, the Issuer is authorized to issue Warrants maturing and payable on or before December 29, 2023, in aggregate amounts not to exceed the following for the respective identified Funds:

Debt Service Fund [for Warrants issued in anticipation of the receipt of current tax revenues levied for the year 2022 and in the course of collection in 2023]: \$33,547,616;

The Warrants shall bear interest prior to maturity at a rate or rates per annum not to exceed a maximum of eight percent (8.0%). The exact rate or rates are to be determined under the terms of a warrant purchase agreement between the Bond Bank and the Issuer to be entered into prior to the sale of the Warrants to the Bond Bank (together with any supplements thereto, referred to as the "Warrant Purchase Agreement"), in accordance with the provisions of Indiana Code 5-1.5. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Warrants may be payable from the Issuer's Debt Service Fund up to an amount not exceeding \$2,482,523.58.

Notwithstanding any provision in this Resolution (or in the Warrant Purchase Agreement available to the Issuer as of the date of the adoption of this Resolution and incorporated by reference into this Resolution), conforming changes may be made by the Issuer's officers to the form of any Warrant and the Warrant Purchase Agreement prior to the issuance of Warrants to provide the due date of the Warrants, which may be June 30, 2023, December 29, 2023, or a date fixed by reference to the Issuer's receipt of its settlement of the funds in anticipation of which any Warrant is issued, or any combination thereof.

The Issuer is authorized to make payments of principal and interest on the Warrants by paying the amount due from funds that are available for immediate transfer or investment on or before 12:00 noon (Indianapolis time) on the due date to Bank of New York Mellon (or if Bank of New York Mellon is not selected or determined by the Bond Bank at the time of issuance of the Indiana Bond Bank Advance Funding Program Notes, Series 2023, to serve as the Trustee, then to such other corporate trustee as may be specified as the Trustee in the Note Indenture), the Bond Bank's Trustee (the "Trustee") under the Note Indenture to be dated as of or about January

1, 2023. Subject to Section 11 hereof, the Warrants may not be prepaid prior to the Due Date (as defined in the Warrant Purchase Agreement and in each Warrant) without the express written consent of the Bond Bank. In the event that the principal of and interest on the Warrants are not paid in full on the Due Date, the total amount due and owing on such Due Date (equal to the unpaid principal and accrued interest thereon to such Due Date) shall thereafter bear interest at the per annum rate equal to the Reinvestment Rate (as defined in the Warrant Purchase Agreement) until paid. In addition, the Issuer shall be responsible for payment to the Bond Bank of its allocable portion of all fees and expenses attributable to a request for payment under the Credit Facility Agreement (as defined in the Warrant Purchase Agreement) resulting from a failure by the Issuer to pay in full the principal of and interest on the Warrants on their Due Date.

With the force and effect provided for in Indiana Code 5-1-5-9 and -10, the Qualified Entity (as defined in the Warrant Purchase Agreement) hereby irrevocably pledges and appropriates the proceeds of the Warrants, or other legally available monies as are required to provide for the payment of all outstanding warrants (including interest thereon) (including any temporary interim warrants issued pursuant to this Resolution) with any maturity date on or before December 29, 2023, related to any fund against which a Warrant is issued pursuant to this Resolution, and covenants to so apply the proceeds thereof, on and as of the date of issuance of the Warrants, to their payment unless the Bond Bank has consented in writing to such warrants remaining outstanding after the issuance of the Warrants. Only with the written consent of the Bond Bank may the Qualified Entity (as defined in the Warrant Purchase Agreement) hereafter issue warrants on a parity with those Warrants to be issued pursuant to this Resolution.

Section 2. With respect to each Fund and each maturity, the officers of the Issuer are authorized to deliver a principal amount of the Warrants up to or less than the maximum amount established for any such Fund and maturity date in Section 1 hereof in order to comply with all applicable laws and any requirements of the Bond Bank. The Warrants will be delivered on or about January 26, 2023, or otherwise as appropriate and in accordance with the terms of the Warrant Purchase Agreement. In the event that the Issuer anticipates incurring cash flow deficits after the issuance and sale of the Warrants to the Bond Bank, the Issuer is hereby authorized to issue and sell additional warrants to the Bond Bank as appropriate and in accordance with the terms of the Warrant Purchase Agreement (as supplemented from time to time) and consistent with the two (2) preceding sentences.

In the event the Issuer anticipates incurring cash flow deficits prior to the issuance and sale of the Warrants to the Bond Bank, the Issuer is hereby authorized to issue and sell temporary interim warrants to the Bond Bank. The issuance and sale of the temporary interim warrants shall be on substantially the same terms as the issuance and sale of the Warrants to the Bond Bank, all as set forth in the Warrant Purchase Agreement. In the event that temporary interim warrants are issued, all or a portion of the proceeds of the Warrants may be used to repay the temporary interim warrants. Provisions of this Resolution relating to the issuance of Warrants shall also relate to the issuance of temporary interim warrants to the extent applicable. The aggregate amount of any such temporary interim warrants shall not count against the amount limitation recited in Section 1 hereof and applicable to the Warrants.

Section 3. The principal of and interest on the Warrants shall be payable from tax revenues to be received in the respective Fund upon which such Warrant is issued. Interest on the Warrants may also be payable from amounts, if any, available for that purpose in the Debt Service Fund up to an amount not exceeding \$2,482,523.58. There is hereby appropriated and pledged to the payment of the Warrants issued with respect to each Fund, including interest and all necessary costs incurred in connection with the issuance and sale of the Warrants, a sufficient amount of the taxes, levied for 2022, and payable in 2023, for such Fund, in anticipation of which the Warrants are issued, for the punctual payment of the principal of and interest on the Warrants evidencing such temporary loans, together with such issuance costs, if any; provided, that the Issuer reserves the right to pay interest on any Warrant from amounts, if any, available for that purpose in the Debt Service Fund up to an amount not exceeding \$2,482,523.58. The principal amount of all Warrants maturing on any date shall be based on the 2023 annual budget levy for the Fund as

estimated or certified by the Indiana Department of Local Government Finance in anticipation of which the Warrants are issued. For purposes of this Resolution, fifty percent (50%) of the annual budget levy shall be deemed to equal the amount of taxes estimated by the County Auditor to be collected for and distributed to such Fund at each of the June 2023 (that is, the first) and December 2023 (that is, the second and final) settlement and distribution of such revenues.

Section 4. The Warrants issued hereunder with respect to the Funds shall be executed in the name of the Issuer by the manual or facsimile signature of the President of the Board of School Trustees, and attested by the Secretary of the Board of School Trustees, or such other officers of the Issuer as may be permitted by law, provided at least one (1) of such signatures is manually affixed. In case any officer whose signature or facsimile signature appears on the Warrants shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All Warrants shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee. Further, the Warrants shall not be delivered and no payment shall be made therefor prior to the first day of January 2023.

Section 5. The Warrants with respect to each Fund shall be issued in substantially the following form (with all blanks, changes, additions and deletions, including the appropriate amounts, dates and other information to be properly completed prior to the execution and delivery thereof, with bracketed language set out below recognized to be alternative language depending upon any circumstances that vary due the applicable maturity, fund, or other similar facts, all as conclusively evidenced by the signatures of the officers of the Issuer affixed thereon):

[Form of Warrant]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HENDRICKS

BROWNSBURG COMMUNITY SCHOOL CORPORATION  
TEMPORARY LOAN [TAX] ANTICIPATION WARRANT

Warrant Fund: \_\_\_\_\_ Fund  
Dated Date: \_\_\_\_\_, 2023  
Due Date: [June 30, 2023, provided that, if the First Semi-Annual Settlement occurs after June 30, 2023, then on the First Settlement Payment Due Date (as defined in the below referenced Agreement)][December 29, 2023]  
Principal Sum: \$ \_\_\_\_\_  
Interest Rate: \_\_\_\_\_ percent per annum

FOR VALUE RECEIVED, on the Due Date set forth above (the "Due Date"), the Brownsburg Community School Corporation (the "Issuer"), shall pay to the Indiana Bond Bank (the "Bond Bank") the Principal Sum set forth above pursuant to a certain Warrant Purchase Agreement between the Bond Bank and the Issuer, dated as of December 1, 2022 (the "Agreement"). [This Warrant is issued in anticipation of the First Semi-Annual Settlement (as defined in the Agreement).]

In addition, the Issuer on the Due Date hereof shall pay to the Bond Bank interest at the per annum Interest Rate set forth above pursuant to the Agreement, with such interest to be computed on the basis of a 360-day year comprised of twelve 30-day months. In the event that the principal of and interest on this Warrant are not paid in full to the Bond Bank at the principal corporate trust office of the Trustee (as defined in the Agreement) in immediately available funds on or before 12:00 noon (Indianapolis time) on the Due Date, the total amount due and owing on the Due Date (the unpaid principal and accrued interest to the Due Date) shall thereafter bear interest at the per annum rate equal to the Reinvestment Rate (as defined in the Agreement) until paid. In addition, the Issuer shall pay to the Bond Bank its allocable portion of all fees and

expenses attributable to a request for payment under the Credit Facility Agreement (as defined in the Agreement) resulting from a failure by the Issuer to pay in full the principal of and interest on this Warrant on the Due Date.

All payments of principal and interest to be made by the Issuer to the Bond Bank shall be made by paying the amount due in funds that are available for immediate transfer or investment on or before 12:00 noon (Indianapolis time) on the Due Date to the Trustee in Indianapolis, Indiana (or to such other place of payment as may be specified in notice given by the Trustee or Bond Bank). This Warrant may not be prepaid prior to the Due Date except as permitted by the Agreement.

This Warrant evidences a temporary loan to provide funds to meet current expenses of the Warrant Fund set forth above (the "Fund") and has been authorized by a resolution passed and adopted by the Board of School Trustees of the Brownsburg Community School Corporation, in accordance with Indiana Code 20-48-1-9 and all other acts amendatory thereof or supplemental thereto.

This Warrant is issued in anticipation of the tax levy which has been made for the Fund in the year 2022, which tax levy is now in the course of collection (a "Property Tax Warrant"). There has been irrevocably appropriated and pledged to the payment in full of the principal of and interest on this Warrant a sufficient amount of the revenues to be derived from the Fund tax levy; provided, that the Issuer reserves the right to pay interest on this Warrant from funds available for that purpose from the Debt Service Fund of the Issuer. [The principal amount of all Property Tax Warrants maturing on the Due Date and payable from the Fund does not exceed forty percent (40%) of the 2023 annual budget levy for the Fund as estimated or certified by the Indiana Department of Local Government Finance.]

It is further hereby certified, recited, and declared that all acts, conditions, and things required by law precedent to the issuance and execution of this Warrant have been properly done, have happened, and have been performed in the manner required by the constitution and statutes of the State of Indiana relating thereto; that the Fund tax levy and the Debt Service Fund tax levy, respectively, from which (together with other amounts in the Fund and the Debt Service Fund, respectively) this Warrant is payable, are each valid and legal levies; and that the Issuer will reserve a sufficient amount of the proceeds of the Fund tax levy and the Debt Service Fund tax levy, respectively, currently in the course of collection for the timely payment of the principal of and interest on this Warrant in accordance with its terms.

IN WITNESS WHEREOF, the Brownsburg Community School Corporation, has caused this Warrant to be executed in its corporate name by the President of the Board of School Trustees, and attested by the Secretary of the Board of School Trustees, all as of the Dated Date set forth above.

BROWNSBURG COMMUNITY SCHOOL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Secretary, Board of School Trustees

[End of Form of Warrant]

Section 6. The fiscal officer of the Issuer (the “Fiscal Officer”) is hereby authorized and directed to have the Warrants prepared, and each of the executive officers of the Issuer, or such other officers as may be permitted by law, are hereby authorized and directed to execute the Warrants in the manner and substantially the form provided in this Resolution, as conclusively evidenced by their execution thereof.

Section 7. The Fiscal Officer, on behalf of the Issuer, is authorized to sell to the Bond Bank the Warrants. The Warrant Purchase Agreement shall set forth the definitive terms and conditions for such sale. Warrants sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Indiana Code 5-1.5 and the Warrant Purchase Agreement, including without limitation, an approving opinion of Bose McKinney & Evans LLP, specially designated qualified obligation bond counsel for the Warrants under the terms set forth in such firm’s letter to the Issuer; certification and guarantee of signatures (or if permitted by the Bond Bank, such other evidence of the authenticity of signatures); and certification as to no litigation pending as of the date of delivery of the Warrants to the Bond Bank challenging the validity or issuance of the Warrants. The entry by the Issuer into the Warrant Purchase Agreement and the execution of the Warrant Purchase Agreement, on behalf of the Issuer by any of the executive officers of the Issuer, or such other officers as may be permitted by law, in accordance with this Resolution, are hereby authorized and approved. In case any officer whose signature or facsimile signature appears on the Warrant Purchase Agreement shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 8. The proper officers of the Issuer are hereby authorized to deliver the Warrants to the Bond Bank, upon receipt from the Bond Bank of the payment or otherwise as appropriate and in accordance with the terms of the Warrant Purchase Agreement.

Section 9. Each of the executive officers of the Issuer (including, without limitation, any Authorized Official as defined in the Warrant Purchase Agreement), or such other officers as may be permitted by law, are hereby authorized and directed to make such filings and requests, deliver such certifications, execute and deliver such documents and instruments, and otherwise take such actions as are necessary or appropriate to carry out the terms and conditions of this Resolution and the actions authorized hereby and thereby. In case any officer whose signature or facsimile signature appears on any documents or certificates executed pursuant to this Section 9 shall cease to be such officer before the delivery of the Warrants, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. The Issuer hereby covenants that the Issuer and its officers shall not take any action or fail to take any action with respect to the proceeds of any of the Warrants or any investment earnings thereon which would result in constituting any of the Warrants as “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and any and all final or proposed regulations or rulings applicable thereto, or which would otherwise cause the interest on any of the Warrants to cease to be excludable from gross income for purposes of federal income taxation; and the Fiscal Officer and all other appropriate officers are hereby authorized and directed to take any and all actions and to make and deliver any and all reports, filings, and certifications as may be necessary or appropriate to evidence, establish, or ensure such continuing exclusion of the interest on the Warrants.

Section 11. Notwithstanding any other provision of this Resolution or any Warrant, in the event any determination has been made by any court of proper jurisdiction whereby a finding or ruling is made to the effect that, absent application of this provision, the aggregate amount of any Warrant (whether as to its principal or interest amounts or both) exceeds the maximum amount that is permitted by law to be issued and outstanding for the maturity date stated therein (such excess over any such limitation referred to as the “Excess Amount”) and such would otherwise cause a Warrant to be invalid, then the form of the Warrant that was issued shall be deemed to be modified from that stated on its face in such a manner to first deem the Excess Amount to be

a separate additional Warrant identical in terms to the original except that it shall have as its “due date” June 30, 2023, and its “principal sum” an amount equal to the maximum remaining permitted amount for all warrants with such a due date (a “Replacement Warrant”), provided, however, if an Excess Amount exceeds the principal amount of such a Replacement Warrant, such remaining balance should be treated as a fee charged by the Bond Bank pursuant to Section 5.10 of its Warrant Purchase Agreement with the Qualified Entity and not treated as part of the principal sum of any Warrant or Replacement Warrant.

Section 12. This Resolution shall be in full force and effect from and after the time it has been adopted by the Fiscal Body. All resolutions and ordinances in conflict herewith are, to the extent of such conflict, hereby repealed. For the benefit of the Bond Bank, the Fiscal Body hereby finds and determines that the adoption of this Resolution is intended to be, and for all purposes shall be deemed to be, a resolution authorizing the sale of obligations within the meaning of Indiana Code 5-1-14-13, and accordingly no action to contest the validity of any Warrants authorized herein, and hereafter issued, may be brought more than fifteen (15) days after the date set forth below.

ADOPTED AND APPROVED BY the Board of School Trustees of the Brownsburg Community School Corporation, this 14th day of November, 2022.

*Mrs. Dearman moved to approve the recommendation; Ms. Heffernan seconded the motion. The Board approved the motion by a vote of five (5) ayes; zero (0) nays.*

**B. Recommendation to Approve Fees for the 2023-2024 School Year**

- **Brownsburg Early Childhood Center Tuition and Transportation Fees**
- **ECA Transportation Rates**
- **Facility Use Rates and Rules**

Dr. Jessup recommended the Board of School Trustees approved Brownsburg Early Childhood Center tuition and transportation fees, ECA Transportation Fees, and Use of Facilities Fees and Rules as presented:

<b>Brownsburg Early Childhood Center Fee History and Proposed Increases</b>					
<b>School Year</b>	<b>Supply Fee</b>	<b>Transportation</b>	<b>2 Day Tuition/Snack Cost</b>	<b>3 Day Tuition/Snack Cost</b>	<b>5 Day Tuition/Snack Cost</b>
2017-2018	\$80/year	2 Days- \$250/year 3 Days- \$375/year 5 Days- \$500/year	\$115/month	\$205/month	\$205/month
2018-2019	\$65/year	2 Days- \$250/year 3 Days- \$375/year 5 Days- \$500/year	\$160/month	\$240/month	\$305/month
2019-2020	\$65/year	2 Days- \$250/year 3 Days- \$375/year 5 Days- \$500/year	\$160/month	\$240/month	\$305/month
2020-2021	\$65/year	\$500/year	N/A	N/A	\$305/month

2021-2022	\$65/year	\$500/year	N/A	N/A	\$305/month
2022-2023	\$65/year	\$510/year	\$160/month	\$240/month	\$325/month
2023-2024	\$65/year	\$650/year	\$160/month	\$240/month	\$350/month
			\$60/year	\$100/year	\$150/year
2024-2025	TBD	TBD	A yearly 2% tuition increase takes effect for all programs and transportation fees.		
			\$163.20/month	\$244.80/month	\$357/month

### **ECA Field Trip and Athletics Transportation Fees**

Effective for all trips on and after July 1, 2023:

- \$3.25 per mile for bus operation (all types), measured from origination point to destination point & return
- Mileage for non-school bus usage will be charged at the Federal Mileage Reimbursement Rate
- \$27.50 per hour for driver compensation, measured for the full duration of the trip including any overtime, wait time, or other hours during which the driver is assigned to the trip and in paid status
- The minimum trip time for ECA trips is 2.5 hours, to be charged for any trip whose actual duration is less than the minimum trip or for any trip in which a driver goes on the clock for the trip but the trip is cancelled by the trip requester
- Costs associated with parking, tolls and other incidentals will be charged to the ECA group at cost
- ECA groups scheduling trips over 15 hours in duration shall provide, at their expense, sleeping accommodations to meet US DoT rest requirements.

### **Use of Facilities Rules and Fees**

The proposed fee schedule reflects a nominal 3% increase of space rental fees, rounded to the nearest 50¢. The fees will be applicable to all new events scheduled to occur on and after July 1, 2023.

*Ms. Heffernan moved to approve the recommendation; Mr. Wells seconded the motion. Mr. Hylton asked how families are assessed the ECA transportation fees. Mr. Hacker explained that the fees are determined per team and are assessed in the participation fee for each student. Similarly, for field trips, the transportation fee is incorporated into the field trip fee. Mrs. Dearman asked if the facility use increases have been communicated to organizations. Mr. Voigt explained that the fees have been communicated and do not go into effect until July 2023. There being no further discussion, the Board approved the motion by a vote of five (5) ayes; zero (0) nays.*

## **IX. SUPERINTENDENT COMMENTS**

Dr. Snapp noted the disappointing loss for the football team on Friday evening and congratulated the team on a great season. He also commended the BHS Marching Band for achieving something they had never done before, finishing 8<sup>th</sup> in the Band of America Grand Nationals last weekend as well as achieving their highest finish of 4<sup>th</sup> in the state finals the weekend prior. The BOA competition drew over 100 bands from 11 different states. It was a tremendous accomplishment for the program. They get two weeks off before winter season begins.

## **IX. BOARD MEMBER COMMENTS**

Mr. Wells congratulated the Unified Flag Football team on their state championship. He shared that he saw many students he has worked with before. It will be a moment they will never forget.

Mrs. Dearman congratulated the Unified Flag Football team for their accomplishment. She congratulated the BHS Football team on a great season as well as extended congratulations to the Band on their success.

Ms. Heffernan shared that it was a sad loss for the BHS football team. She congratulated the Flag Football team and the band on their great accomplishments. She thanked the community for their support. She is ready to serve another four years.

**XV. ADJOURNMENT**

*Mr. Hylton called for a motion to adjourn. Dr. Freije moved for adjournment; Mr. Wells seconded the motion. The Board approved the motion by a vote of five (5) ayes; zero (0) nays. The meeting adjourned at 6:51 p.m.*

**BROWNSBURG COMMUNITY SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES**

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