

BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
August 9, 2021
7:00 P.M.

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

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the July 19, 2021, School Board Meeting.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 7-0

- **REPORT**

- Director of Business & Technology, Kyle Whiteley, provided a presentation regarding HEA 1001 (IC 20-28-9) concerning 45% to Teacher Salaries.

ACTION ITEMS

By individual motions, the Board approved/adopted the following items or action.

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.
- **Granville Wells**
 - Heidi Mitchell – Employment – Technology Support Assistant – effective August 9, 2021
 - Cassie Anderson – Resignation – Technology Specials Assistant – effective July 19, 2021
 - Heather McDaniel (Emerson) – Termination – Custodian – effective July 27, 2021
 - Kristin McCord – Employment – Instructional Assistant – effective August 10, 2021
 - Amy Turk – Employment – Technology Specials Assistant – effective August 9, 2021
 - Donna Stachowicz – Employment – Instructional Assistant – effective August 11, 2021
- **Thorntown**
 - Alison Smith – 1st Grade Teacher – effective August 9, 2021
 - Crystal Gunn – Cafeteria Monitor – effective August 10, 2021
 - Hannah Nicley, Katie Whitaker - Student Council Sponsors
 - Kelly Fettig, Kathy Keith – Spell Bowl Coaches
 - Vickie Evans, Anna Shearer – Math Bowl Coaches
 - Katrina Olson, Audrey Kedanis – Robotics Team Coaches
 - Aimee Collins - RTI
 - Tiffany Baldwin - RTI
 - Kelsey Haney - RTI
 - Beth Wright, Jana Way – Yearbook Sponsors
 - Aimee Collins – New Teacher Mentor
 - Tiffany Baldwin – New Teacher Mentor
 - Ruby Grinstead – New Teacher Mentor
 - Mandy Dudley, Audrey Kedanis – Girls Who Code
 - Tiffany Baldwin – Dyslexia Specialist
 - Aimee Collins – Dyslexia Specialist
 - Ruby Grinstead, Kelsey Haney – Wellness Coordinators
 - Kelsey Haney – 5th Grade Volleyball

- **Western Boone**
 - Whit Keadle – Employment – Physical Education Teacher – effective August 9, 2021
 - Julie Russell – Resignation – Food Service – effective July 31, 2021
 - Darrell McKinney – FMLA Extension – Custodian – effective through September 8, 2021
- **Western Boone Transportation**
 - Teresa Hunter – Employment Bus Driver – effective August 6, 2021
 - Shalyn England – Employment Non-CDL Driver – effective August 10, 2021
 - Alexes Luper – Change in Position – Sub to Regular Route Driver – effective August 6, 2021
 - Ben Truitt – Change in Position – Regular Route Driver to Sub – effective August 6, 2021
- **Western Boone Athletics**
 - Whit Keadle – Boys Junior Varsity Basketball Coach - effective 2021-22 school year
 - Mallory Galloway – Varsity Soccer Assistant Coach – effective 2021-22 school year
 - Calista Porter – 6th Grade Volleyball Coach – effective 2021-22 school year
 - Emily Toney – 7th Grade Volleyball Coach – effective 2021-22 school year
 - Jordan Kiger – 8th Grade Volleyball Coach – effective 2021-22 school year
 - Mark Ransom – 7th & 8th Grade Assistant Volleyball Coach – effective 2021-22 school year
 - Evan Caldwell – Jr. High Boys Soccer Head Coach – effective 2021-22 school year
 - Loren Corey – Jr. High Cheerleading Assistant Coach – effective 2021-22 school year
 - Hayley Eadie – Varsity Co-Ed Swimming & Diving Head Coach – effective 2021-22 school year
 - Michael Nance – Varsity Baseball Head Coach – effective 2021-22 school year

Motion: Adam Shepherd, Second: Dennis Reagan, (Discussion), Vote: 7-0

BUSINESS

PUBLIC HEARING – ADDITIONAL APPROPRIATIONS

- **Motion to Open Public Hearing**

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 7-0

No public comment was made.

- **Motion to Close Public Hearing**

Motion: Greg Hole, Second: Adam Shepherd, (Discussion), Vote: 7-0

- **Resolution to Approve Additional Appropriations**

- The Director of Business and Technology requested the board approve the resolution requesting additional appropriations for the Rainy Day Fund as advertised in the Lebanon Reporter on July 27, 2021.

Motion: Greg Hole, Second: Adam Shepherd, (Discussion), Vote: 7-0

- **2022 Budget – Request to Advertise**

- The Director of Business and Technology requested approval to advertise the 2022 Budget, 2022-2024 Capital Projects Plan, and 2022-2026 Bus Replacement Plan.

Motion: Adam Shepherd, Second: Melissa Smith, (Discussion), Vote: 7-0

- **Benefits for Certified Administrative Personnel**
 - Superintendent Ramey recommended the Board approve the revised Benefits Schedule for Administrators as presented.

Motion: Brian Gott, Second: Phil Foster, (Discussion), Vote: 7-0

- **Bond Refinance Funds**
 - Superintendent Ramey recommended the Board approve use of Bond Refinance Funds to complete the following capital improvement funds:
 - Replacing existing high-pressure sodium light fixtures in the parking lot at Granville Wells Elementary School with LED fixtures by ATEC for \$19,350.00.
 - Demolition and replacement of approximately 240' of floor around the existing walk-in freezer in the back of the kitchen at Western Boone Junior-Senior High School to prepare for the addition of a larger unit, replacement of lighting, demolition of water lines in the walls around the freezer area, and relocating electricity above the ceiling by Dallman Contractors for \$20,981.00.

Motion: Dennis Reagan, Second: Greg Hole, (Discussion), Vote: 7-0

- **Business Associate Agreement (BAA) with Steel Benefit Services**
 - Superintendent Ramey recommended the Board approve the BAA with Steel Benefits.

Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 7-0

- **Non-Resident Students**
 - Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Sophia Dininger – Thorntown Elementary, PreK, 2021-2022 school year.
 - Kenzie Smith – Thorntown Elementary, PreK, 2021-22 school year.
 - Oliver Wright – Thorntown Elementary, PreK, 2021-22 school year.
 - Gabriel Padgett – Western Boone Jr.-Sr. High School, 12th grade, 2021-22 school year
 - Cooper Revell – Western Boone Jr.-Sr. High School, 7th grade, 2021-22 school year.
 - Caden Revell – Granville Wells Elementary, Kindergarten, 2021-22 school year
 - Elliana Alsup – Granville Wells Elementary, Kindergarten, 2021-22 school year
 - Hollie Parr – Granville Wells Elementary, 3rd grade, 2021-22 school year
 - Cheyenne Parr – Granville Wells Elementary, 6th grade, 2021-22 school year

Motion: Greg Hole, Second: Melissa Smith, (Discussion), Vote: 7-0

- **Intra-District Transfer**
 - Superintendent Ramey recommended the Board approve the following Inter-District request:
 - Charles Click – Thorntown Elementary, Kindergarten, 2021-22 school year.

Motion: Adam Shepherd, Second: Dennis Reagan, (Discussion), Vote: 7-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of July 20, 2021, through August 9, 2021, as submitted.

Motion: Phil Foster, Second: Brian Gott, (Discussion), Vote: 7-0

- **MONTHLY FINANCIAL REPORTS**

- Kristen Dunn, Corporation Treasurer, provided an update on the financial reports of the school corporation.

- **OTHER**

- Western Boone
 - Deana Osborne – Employment – Cook - effective August 8, 2021
 - Seth Dickey – Employment – Instructional Assistant – effective August 10, 2021

Motion: Dennis Reagan, Second: Adam Shepherd, (Discussion), Vote: 7-0

- **ANNOUNCEMENTS**

- First Student Day – August 10, 2021
- No School (Labor Day) – September 6, 2021
- September Board Meeting – September 13, 2021

- **ADJOURNMENT**

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 7-0

ADDITIONAL APPROPRIATION RESOLUTION/ORDINANCE

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

Sec. 1. Be it resolved by the Board of Trustees of the Western Boone County Community School Corporation, Boone 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 laws governing the same:

	Amount Requested	Amount Appropriated
Fund Name: Rainy Day Fund		
Major budget classification:		
Capital Outlays	\$500,000	\$500,000
TOTAL for Rainy Day Fund	\$500,000	\$500,000

Adopted this 9th day of August, 2021.

AYE

NAY

ATTEST:

Secretary

NOTICE TO TAXPAYERS

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

Notice is hereby given to taxpayers of Western Boone County Community School Corporation that the proper officers of **WBCSC** will conduct a public hearing on the year 2022-2024 proposed Capital Projects Plan pursuant to IC 20-40-18-6. Following the public hearing, the proper officers of **WBCSC** may adopt the proposed plan as presented or with revisions.

Public Hearing Date:	Monday, September 13, 2021
Public Hearing Time:	7:00 p.m.
Public Hearing Place:	1201 N. SR 75, Thorntown, IN 46071

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

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

Capital Project Plan Adoption Date:

10/11/21

	Asset Description *	Acquisition Amount
1	Transportation Service Pick-up Truck	\$ 40,000.00
2	Grounds Trailer to Haul Equipment between Campuses	\$ 12,500.00
3	Tech Hardware/Servers/Switch Upgrades	\$ 80,000.00
4	Classroom Furniture	\$ 50,000.00
5	9 Corporation Copiers (5 Year Lease 2020-2025)	\$ 92,000.00
6	Washing Machine - WBHS	\$ 10,000.00
7		
8		
9		
10		

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

Additional sheets may be added if necessary

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

Capital Project Plan Adoption Date:

10/11/21

	Project Description*	Estimated Start Date	Estimated End Date	Estimated Project Cost
1	Roof Repair - WBHS Section H	5/31/22	8/1/22	\$ 100,000.00
2	Carpet All Three Schools (Classrooms, Band/Choir, Entries)	3/1/22	12/31/23	\$ 75,500.00
3	Locker Room Refinshes	6/1/22	12/31/23	\$ 24,000.00
4	Interior Painting All Schools	3/1/21	12/31/23	\$ 21,500.00
5	Shade Structure at WB Soccer Fields	11/1/21	6/1/22	\$ 15,000.00
6	Controls Upgrade (8 MECs) GWES	1/1/22	12/31/23	\$ 80,000.00
7	Copier Lease - see acquisitions page	10/1/20	9/30/25	
8	WBHS PA/Intercom Replacement	1/1/22	5/31/22	\$ 30,000.00
9	GWES Gym Sound System Replacement	10/1/21	3/1/22	\$ 15,000.00
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11				
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Note: Project Description may include a description of the project including physical location, scope of work, and/or internal project name or tracking number.

Additional sheets may be added if necessary

NOTICE TO TAXPAYERS

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

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

Public Hearing Date:
Public Hearing Time:
Public Hearing Place:

13-Sep-21
7:00 p.m.
1201 N. SR 75, Thorntown, IN 46071

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

**SCHOOL BUS REPLACEMENT PLAN
FOR THE YEARS 2022 - 2026**

Pursuant to IC 20-40-18, Western Boone County Community School Corporation does hereby submit to the Department of Local Government Finance the following School Bus Replacement Plan for the five (5) year period 2022 through 2026. This plan is based upon the presumption that the minimum useful life of a school bus is not less than twelve (12) years.

**SECTION I
Replacement Cost of Bus/Vehicle During Specific Year**

	Bus Description	Corp ID Number	Type of Bus/Vehicle per DOE "TN"	Owned or Leased	Estimated Replacement Costs									
					2022	2023	2024	2025	2026					
1	4DRBUAANX9B682976, 09 IC	518	C	Owned	\$110,000									
2	4DRBUAAN0BB345951, 11 IC	54	C	Owned	\$110,000									
3	4DRBUAAN9BB345950, 11 IC	517	C	Owned	\$110,000									
4	4DRBUAAN2BB345949, 11 IC	1	C	Owned		\$114,000								
5	4DRBUAAN5CB647737, 12 IC	57	C	Owned		\$114,000								
6	4DRBVAAR56A231567, 12 Chevy		A	Owned										
7	1GB3G2BL1C1105287, 12 Chevy		A	Owned										
8	4DRBUAAN7CB647738, 12 IC		C	Owned										
9	4DRBUAAN1DB295225, 13 IC		C	Owned										
10	4DRBUAAN8DB295223, 13 IC	6	C	Owned				\$120,000						
11	4DRBUAANXDB295224, 13 IC	11	C	Owned				\$120,000						
12	4DRBUAAN5EB770490, 14 IC	20	C	Owned				\$120,000						
13	4DRBUAAN9EB770489, 14 IC	2	C	Owned					\$123,000					
14	4DRBUAAN6FB628683, 15 IC	25	C	Owned					\$123,000					
15	4DRBUAAN8FB628653, 15 IC	3	C	Owned					\$123,000					
16														
17														
18														
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25														
Replacement Cost Totals					\$	330,000	\$	228,000	\$	397,000	\$	360,000	\$	369,000

WESTERN BOONE SCHOOLS BENEFITS FOR CERTIFIED ADMINISTRATIVE PERSONNEL

ARTICLE I: ELIGIBILITY

- A. The school personnel entitled to participate in the Corporation's fringe benefit package for administrators as set forth herein, subject to satisfaction of all other applicable eligibility requirements, are the following (hereafter referred to as "Administrator" or "Administrators"):

Elementary Principals
Elementary Assistant Principals
Jr. Sr. High School Principal
Jr. Sr. High School Assistant Principals
Jr. Sr. High School Athletic Director
Director of Curriculum and Instruction
Director of Business and Technology
Superintendent of Schools

- B. All Administrators will follow the teacher contracted days and vacations with additional required days as per position.
- C. This benefit schedule is in addition to the terms and conditions set forth in the regular Teachers' Master Contract.

ARTICLE II: LEAVES

A. ILLNESS LEAVE

Each Administrator may be absent from work on account of qualifying personal illness, quarantine or family illness for up to thirteen (13) days during the school year without loss of compensation. Unused leave days from prior years' service in this Corporation may accumulate and carry over to the Administrator's contractual days to be used solely for personal illness.

All sick leave accumulated by the Administrator from employment in another Indiana school corporation will be added to the Administrator's account once full-time employment begins.

Sick leave can be used in one-half (1/2) day segments for illness occurring during the school day or for medical or dental appointments whenever it is not practical to arrange for the appointment on non-school time.

B. BEREAVEMENT LEAVE

In the case of death in the Administrator's immediate family, the Administrator is entitled to be absent from work without loss of compensation for up to five (5) days within a seven (7) calendar day period beginning with the day of death or the day after at the Administrator's option. Scheduled leave days shall not extend bereavement leave.

This provision shall not be construed to allow five (5) calendar days for death if two (2) or more deaths arise immediately out of the same occurrence.

As used in this program, "immediate family" shall mean the Administrator's spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step children, or any other member of the family unit living in the same household as the Administrator regardless of the degree of relationship.

D. JURY DUTY - TRIAL WITNESS LEAVE

Full salary will be paid to any Administrator who must be absent from work in response to a lawful summons for jury service or subpoena for testimony in a court proceeding provided the Administrator shall keep the Superintendent informed of anticipated scheduling and shall turn over or refund to the Corporation the per diem pay, excluding mileage reimbursement, received for services rendered to the court.

E. SABBATICAL AND OTHER LEAVES

Any request by an Administrator for any leave of absence not expressly permitted by this package or by state or federal law will be considered individually upon its merit consistent with the needs and interests of the Corporation. Except for emergency or other unexpected situations, requests for such leave must reach the Superintendent by January 1st of the year in which the leave is to commence. When granted, such leave will be without pay, but the Administrator may continue to participate in all group insurance plans by paying the total premiums during the term of the leave. Sabbatical leaves may not exceed one year in length.

ARTICLE III: BENEFITS

A. HEALTH INSURANCE

The Corporation shall pay the premium cost of the PPO plan for all eligible Administrators enrolled in either the single-employee or family group health insurance program. If an administrator elects an HDHP insurance plan, the Corporation will pay the premium cost of the HDHP plan and deposit the difference in the premium costs from the PPO plan into the administrator's health savings account (HSA) not to exceed to the annual amount allowed by law. Any remaining difference will be a savings to the Corporation and not paid out directly to the administrator.

Administrators in the Corporation who retire at or after age fifty-five (55) will be permitted to remain in the group health insurance program until eligible for Medicare (or death) provided they are responsible for all premiums after retirement in excess of the amount of the Corporation's contribution to the premium for single-employee plan available for teachers, which the Corporation shall pay.

The Corporation's responsibility for premium contributions will terminate when the retiree becomes eligible for Medicare or dies, whichever occurs first. Arrangements for timely payment of premiums will be made with the Superintendent at the time of retirement.

B. DENTAL/VISION INSURANCE

Administrators will be eligible for the same Corporation contributions to dental and vision plans that are provided to teachers via the master contract.

C. LIFE INSURANCE

Subject to eligibility and compliance with insurer requirements, the Corporation will maintain a program of term life insurance coverage providing death benefits to the Administrator's designated beneficiary in an amount of \$50,000 for assistant principals, the Athletic Director, Director of Curriculum and Instruction, and the Director of Business and Technology, and the amount of \$100,000 for building level principals and the Corporation Superintendent. The plan may also provide dismemberment benefits and double indemnity in case of accidental death. Administrators who choose to participate must pay one dollar per year toward the premium costs with the remainder of the cost to be paid by the Corporation.

Subject to stipulations of and approval of the insurance carrier, an administrator who retires from this school corporation will be allowed to remain on the school corporation's group term life plan at the sole cost to the administrator as long as it is an option by the insurance carrier.

C. WORKER'S COMPENSATION

Any lost time due to a work-related injury and compensated for under the Corporation's worker's compensation program shall not be deducted from the Administrator's accumulated sick leave. During the period of time off work the Administrator shall continue to be paid his or her regular salary minus the amount of salary-related benefits received from the worker's compensation carrier.

D. LONG-TERM DISABILITY INSURANCE

The Corporation will maintain a long-term disability insurance plan for eligible and qualifying Administrators providing income protection for sixty-six and two-thirds percent (66 2/3%) of the Administrator's annual earnings, up to a maximum benefit of six thousand dollars (\$6,000) per month. The Social Security Normal Retirement Age (SSNRA), in compliance with ADEA, will be used to determine the duration of benefits. A qualifying period of ninety (90) days is required to receive benefits. Administrators

who choose to participate will pay one dollar (\$1.00) per year toward the premium costs with the remainder of the cost of the plan paid by the Corporation.

E. VACATION DAYS

Administrators who receive vacation days will be paid their daily rate for any unused vacation days at the end of the contract year. This does not include personal leave or sick days.

ARTICLE IV: RETIREMENT SEVERANCE PAY FOR ADMINISTRATORS

- A. Administrators having attained the age of fifty (50) years and having been employed by the Corporation for the ten (10) years immediately preceding retirement from the Corporation shall receive upon retirement from the Corporation a severance payment. The amount shall be equal to the then-current daily rate for substitute teachers times the number of the Administrator's unused accumulated sick leave days up to a maximum of the Administrator's annual contractual days.

If the Administrator should satisfy the above age and continuous service requirements but die while employed by the Corporation, the retirement severance pay benefits will be paid in a lump sum to the Administrator's 403(b) account or to his/her estate, at the option of the deceased Administrator's legal representatives.

- B. All such retirement severance pay will be paid in a lump sum to the retiring Administrator's 403(b) account within thirty days after the effective retirement date or date of death, whichever first occurs. This contribution will be subject to all applicable IRS terms and limits. If necessary under IRS rules, any remainder over the annual limits will be paid to the account in subsequent calendar years.
- C. The amount of the Corporation's contribution to each Administrator's 403(b) plan shall be determined annually by the School Board and paid to the plan. Administrators are required to match Corporation contributions to the plan only to the extent of the amount required to be matched by the certified staff. Administrators may contribute additional funds to their plan if they chose. Administrators shall become vested in the plan once employment begins in the Corporation.

ARTICLE V: TEACHER RETIREMENT FUND CONTRIBUTION FOR ADMINISTRATORS

- A. The Corporation will pay the State-required contribution to Indiana State Teacher Retirement Fund for Administrators.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of January 1, 2022 (the "Effective Date") between Western Boone Community Schools ("Covered Entity") and Steele Insurance and Financial Services, Inc., an Indiana Corporation doing business as Steele Benefit Services ("Business Associate").

BACKGROUND

This BAA addresses the requirements issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. Unless the context clearly indicates otherwise, capitalized terms not defined herein shall have the same meaning as those terms in the HIPAA Rules

AGREEMENT

The parties therefor agree as follows:

1. USE AND DISCLOSURE OF PHI. Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1.1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.

1.2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.

1.3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.

1.4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified and agreed to in a separate Client Services Agreement between the parties (the "CSA"), except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

2. OBLIGATIONS OF BUSINESS ASSOCIATE. Business Associate agrees:

2.1. Not to use or disclose PHI, other than as permitted or required by this BAA, the CSA, or as required or permitted by law or regulation.

2.2. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for herein.

2.3. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4. To report to Covered Entity any Breach of Unsecured PHI within 30 calendar days of becoming aware of such Breach. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required disclose pursuant to applicable law or regulation.

2.5. To require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6. To make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under applicable law or regulation; provided, Business Associate will comply with an individual's request to restrict the disclosure of their personal PHI (except where such use, disclosure, or request is required or permitted under applicable law).

2.7. To make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under applicable law

2.8. To maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under applicable law.

2.9. To make its internal practices, books, policies, and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule.

2.10. Comply with the HIPAA Security Rule, as amended; including requiring any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI and report any Security Incident of which it becomes aware to the Covered Entity.

3. OBLIGATIONS OF COVERED ENTITY. Covered Entity shall:

3.1. Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

3.2. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

3.3. Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

3.4. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity.

4. INDEMNIFICATION; LIMITATIONS OF LIABILITY. The parties agree and acknowledge that except as set forth herein, the indemnification obligations and limitation on liability provided in the CAS shall govern each party's performance and liability pursuant to this BAA.

5. TERM AND TERMINATION.

5.1. This BAA shall be in effect as of the Effective Date and shall terminate on the earlier of the date that:

A. Either party terminates for cause as authorized under Section 5.2.

B. All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 6.2.

5.2. Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within 20 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the CSA, upon written notice to the other party.

5.3. Upon termination of this BAA for any reason, the parties agree that, pursuant to and consistent with the terms of the CSA, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form.

6. MISCELLANEOUS.

6.1. Further Assurances. The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

6.2. Survival. The provisions, rights and obligations of the parties in this BAA that, by its nature, should survive termination or expiration of this BAA, will survive any expiration or termination of this BAA.

6.3. Interpretation. This BAA shall be interpreted in the following manner:

A. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

B. Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

C. Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

6.4. Headings. Any headings or other titles used herein are made for the purposes of convenience only and shall not alter or modify the meaning of any provisions contained herein.

6.5. Amendments. No modification of this BAA shall be valid unless in a writing signed by the party to be charged therewith.

6.6. Severability. In the event any of the provisions of this BAA shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

6.7. Assignment. Neither party may transfer, assign, or delegate its rights or duties under this BAA without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this BAA in connection with a sale or transfer of all or substantially all of its assets upon notice to the other party. Subject to this section, the

provisions of the BAA shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns. Any assignment by a party in violation of the foregoing shall be void.

6.8. Governing Law; Venue. This BAA shall be governed and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Any litigation arising out of this BAA or the relationship of the parties hereto shall be brought in a court of competent jurisdiction in Marion County, Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts.

6.9. Entire Agreement; Counterparts. This BAA represents the entire agreement between the parties relating to the subject matter hereof. This Agreement may be signed in counterparts

[Signature Page to Follow]

The parties have caused this Business Associated Agreement to be signed by their respective duly authorized officers as of the Effective Date first provided above.

BUSINESS ASSOCIATE:

Steele Insurance and Financial Services, Inc.
9020 Crawfordsville Road
Indianapolis, IN 46234
wes@steelebenefits.com

By: _____

Printed: Wesley R. Steele

Title: Chief Executive Officer

COVERED ENTITY:

Western Boone Community Schools
1201 N State Road 75
Thorntown, IN 46071-9229
rob.ramey@webo.k12.in.us

By: _____

Printed: _____

Title: _____

EDUCATION & OPERATION FUND COMPARISON REPORT

As of July 31, 2021, the Education Fund cash balance was \$3,744,547. The Education Fund expenditures for July 2021 were \$681,887. As of the end of July 2021, a total of 51% of the 2021 appropriation was expended.

As of July 31, 2021, the Operation Fund cash balance was \$2,253,739. The Operation Fund expenditures for July 2021 were \$321,405. As of the end of July 2021, a total of 42% of the 2021 appropriation was expended.

Western Boone County Community School Corporation has investments in the form of various interest-bearing accounts and deposits with financial institutions and has earned interest as follows:

<u>Financial Institution</u>	<u>2021 YTD Interest Earned</u>
Home National Bank	\$6,106.01

FYI: The July 2021 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site