

Mission: Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.

Vision: Respect – Pride – Excellence for All



AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
Tuesday, May 28, 2024
5:30 p.m.



1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

| | |
|-----------------|--|
| May 28-June 7 | ESL Summer School for Grades K-5 (May 20-24, May 28-31, June 3-7) |
| May 28-Aug 2 | Grab & Go Meals (Offered Tues & Fri at the MS; free to any child 1-18 years old; parent registration form can be found on the school website.) |
| June 10 | Board of Education Meeting – 5:30pm – IPC |
| June 17-July 18 | ESY for Early Childhood-HS (June 17-18, June 20-21, June 24-27, July 8-11, July 15-18) |
| June 19 | Juneteenth Holiday |
| June 24 | Board of Education Meeting – 5:30pm – IPC |
| July 29-Aug 12 | HSD On-Line Surplus Auction (Meyer Auction Service), Loadouts Aug 13 |
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent recommends approval of the following:

 - a) **Consideration and Approval of the Bills**
 - b) **Approval of New Hires to the District**

Classified personnel, substitute teachers, classroom aides, Board Members, and volunteers must be approved in order to be covered by our workmen’s compensation plan.

 - 1) Teresa Smith/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 2) Ian Krekelberg/50% Tiger Cub Follies – \$542 per year
 - c) **Resignations for Board Approval**
 - 1) Taylor Ryan/Middle School Tennis Coach – 1 year
 - 2) Taylor Ryan/Science Teacher, Middle School – 1 year
 - d) **Contracts for Board Approval**
 - 1) Ashley Sarvis/ESL Teacher, High School/\$63,021 per year
 - 2) Nyo Nyo Sein/Science Teacher, Middle School/\$56,267 per year
 - e) **Request for Approval of Open Enrollment**

The administration has received open enrollment request #OE-2024-10, #OE-2024-11 for Board approval

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.

9. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- **The Boys Tennis Team for their 4th Consecutive Team Sportsmanship Award & 4th Place in Team Standings at the State Tennis Tournament**
- **The following Boys Tennis athletes placed at State Tennis Tournament:**
 - **Dah Christ Moo (12 gr) – Spirit of Max Award Winner & All-Tournament Team** (selected by tournament officials/committee)
 - **Dah Christ Moo (12 gr) - 3rd place, Flight 1 Singles**
 - **Say Poe (9 gr) - 4th place, Flight 5 Singles**
 - **Maner Htoo (9 gr) - 5th place, Flight 6 Singles**
 - **Dah Christ Moo (12 gr)/Maner Htoo (9 gr) - 5th place, Flight 1 Doubles**
 - **Lah Doh Soe (12 gr)/Hser Wah (12 gr) - 5th place, Flight 2 Doubles**
 - **Say Poe (9 gr)/Matthew Thin (9 gr) - 4th place, Flight 3 Doubles**
- **The following Boys Tennis athletes earned All State Honors for placing in the top 5: Dah Christ Moo (12 gr), Matthew Thin (9 gr), Lah Doh Soe (12 gr), Hser Wah (12 gr), Say Poe (9 gr), Maner Htoo (9 gr)**
- **Seniors Earning Academic All State for Boys Tennis: Dah Christ Moo, Lah Doh Soe, Hser Wah, Kmui Htoo, Sean Meyers, Gabe Montoya, and Lah Ker Paw Htoo**
- **The following Middle School student-athletes broke records this track & field season:**
 - **Naw D Soe** (8th Grade girls) - new record 200 M Hurdles - 41.16 sec and then broke her own record with 38.17 sec
 - **Carter Porisch** - (7th Grade Boys) Discus - broke record with 142'04" and a new ESD MS Record; then at the Big 4 in Huron, broke it again with 151'04"
 - **Yo Yo** - (8th Grade Boys) broke the 200 M Hurdle with 28.25 sec
- **Huron High School Library, led by teacher-librarian Rachel Kary** and supported by administrators Mike Radke and Linda Pietz was awarded the state-level 21st Century School Library Award. Each year the SD State Library, a division of the SD Dept. of Education, recognizes school libraries as Effective, Enhanced or Exemplary, based on performance in three areas: The Place (both physical and online learning environments), The Program, and The Professional.
- **Sierra (teacher, Buchanan) & Zack Lindblad** on the birth of their daughter, Quinn on April 30th
- **Maddie Vaudrin (para-educator, Buchanan)** on the birth of her son, Bowen on May 7th

Thank You to:

- **Christie Knouse** for donating hygiene kits to all the 5th graders at Washington
- **Bobbi Jo Wolf, mother of Aurora Schnathorst**, for donating medical supplies to the district
- **Huron Area Education Federal Credit Union** for the popcorn snack provided to all attendance centers

- **Ashley Jenson from Taco Johns** for the Taco Pizzas brought to all the Washington Staff for our last day of school
- The **Seniors who took time out of their day on Friday, May 17**, to go to walk through the schools in their caps and gowns. The young students look up to the big kids and this seeming small gesture creates excitement for the younger ones to continue through graduation
- **The Huron School District Nutrition Department** for providing 3,378 meals in one day through the Grab & Go program. (563 individuals received 3 breakfasts & 3 lunches.) Thank you for your continued work with this program
- **United Way** for donating cookies to all buildings & staff

10. REPORTS TO THE BOARD:

- a) **Good News Report** – ESL Program-Jolene Konechne
- b) **Superintendent’s Report**

11. OLD BUSINESS

- a) **HSD Procurement Plan for Child Nutrition Programs** – 2nd reading
- b) **Request from the Huron School District Foundation** to share funding for an Executive Director – 1st reading
- c) **Ratify Classified Staff Negotiations**

12. NEW BUSINESS

- a) **Other Hourly Wage Rates for 2024-2025**
- b) **ASBSD Property and Liability Fund Renewal for 2024-2025**

13. ADJOURNMENT

| <u>Vendor Name</u> | | <u>Vendor Description</u> | <u>Amount</u> |
|--|----------|-------------------------------------|------------------|
| <u>Checking</u> | 1 | | |
| Checking | 1 | Fund: 10 GENERAL FUND | |
| AGILITI | | PROF SVC | 471.62 |
| ALC CHRISTIAN LEARNING CENTER PRESCHOOL | | PROF SVC | 25.00 |
| AMAZON CAPITAL SERVICES | | SUPPLIES | 976.95 |
| ATLAS PEN & PENCIL CORPORATION | | SUPPLIES | 85.32 |
| BARNES & NOBLE | | SUPPLIES | 296.90 |
| BEST WESTERN RAMKOTA INN | | TRAVEL | 1,142.91 |
| COBORNS INC | | SUPPLIES | 377.39 |
| CREATIVE PRINTING COMPANY | | SUPPLIES | 3,566.43 |
| DEMCO INC | | SUPPLIES | 330.49 |
| EBSCO INFORMATION SERVICES | | SUPPLIES | 29.95 |
| FREEMAN, JR., RODNEY | | LEGAL SERVICES | 1,100.00 |
| HAUFF MID-AMERICA SPORTS INC | | SUPPLIES | 3,915.55 |
| HOLY TRINITY CATHOLIC SCHOOL | | PROF SVC | 120.00 |
| HURON EVENT CENTER | | EVENT | 7,731.55 |
| INNOVATIVE OFFICE SOLUTION | | SUPPLIES | 497.94 |
| J.W. PEPPER & SON, INC. | | SUPPLIES | 97.98 |
| KINGDOM KIDS LEARNING CENTER | | PROF SVC | 122.50 |
| LAKESHORE LEARNING MATERIALS, LLC | | SUPPLIES | 215.62 |
| LEWIS DRUG | | SUPPLIES | 39.45 |
| MACGILL SCHOOL NURSE SUPPLIES | | SUPPLIES | 1,113.13 |
| MCKESSON MEDICAL SURGICAL | | SUPPLIES | 211.48 |
| MCKINLEY LEARNING CENTER | | TUITION | 190.00 |
| MG OIL COMPANY | | SUPPLIES | 14,191.35 |
| MIDCONTINENT COMMUNICATIONS | | COMMUNICATIONS | 1,235.29 |
| MT CALVARY LUTHERAN PRESCHOOL | | PROF SVC | 57.50 |
| NORTHWESTERN ENERGY | | UTILITIES | 2,097.13 |
| OFFICE EQUIPMENT SERVICE | | SUPPLIES | 383.00 |
| OFFICE PEEPS | | SUPPLIES | 2,574.00 |
| OLIVER PRESS, INC. | | SUPPLIES | 1,573.18 |
| POPLERS MUSIC INC. | | SUPPLIES | 180.83 |
| RAINBOW FLOWER SHOP | | SUPPLIES | 30.00 |
| REALLY GOOD STUFF | | SUPPLIES | 142.22 |
| RUDIS | | SUPPLIES | 4,505.00 |
| RUSHMORE HOTEL & SUITES, THE | | TRAVEL | 158.00 |
| SCHOOL SPECIALTY LLC | | SUPPLIES | 1,485.26 |
| SIGNATURE PLUS | | SUPPLIES | 95.00 |
| STAPLES | | SUPPLIES | 1,135.99 |
| STERLING COMPUTERS | | SUPPLIES | 199.99 |
| TAYLOR MUSIC | | SUPPLIES | 280.00 |
| TRANSFORM YOUR WORLD | | | 435.00 |
| ULINE | | SUPPLIES | 558.66 |
| VENTURE COMMUNICATIONS | | LINE CHARGES | 118.74 |
| | | Fund Total: | 54,094.30 |
| Checking | 1 | Fund: 21 CAPITAL OUTLAY FUND | |
| AMAZON CAPITAL SERVICES | | SUPPLIES | 145.99 |

| <u>Vendor Name</u> | <u>Vendor Description</u> | <u>Amount</u> |
|-------------------------------|---------------------------|-------------------|
| BARNES & NOBLE | SUPPLIES | 106.71 |
| BOUND TO STAY BOUND | BOOKS | 1,136.90 |
| CENGAGE LEARNING, INC. | SUPPLIES | 44,054.40 |
| COLE PAPERS, INC. | SUPPLIES | 451.48 |
| CWD | SUPPLIES | 250.85 |
| DEMCO INC | SUPPLIES | 800.23 |
| FOLLETT SCHOOL SOLUTIONS, LLC | SUPPLIES | 564.62 |
| GOPHER | SUPPLIES | 3,583.39 |
| INCIDENT IQ, LLC | | 11,303.00 |
| IVERSON FORD | VEHICLES | 49,900.00 |
| OFFICE PEEPS | SUPPLIES | 1,282.32 |
| OLIVER PRESS, INC. | SUPPLIES | 277.06 |
| PENWORTHY COMPANY | SUPPLIES | 466.04 |
| PERMA-BOUND | SUPPLIES | 834.12 |
| STERLING COMPUTERS | SUPPLIES | 2,232.00 |
| | Fund Total: | 117,389.11 |

Checking 1 Fund: 22 SPECIAL EDUCATION FUND

| | | |
|-----------------------------------|--------------------------------|-------------------|
| AMAZON CAPITAL SERVICES | SUPPLIES | 1,459.62 |
| CORE EDUCATIONAL COOPERATIVE | PROF SVC | 3,987.90 |
| CRISIS PREVENTION INSTITUTE | PROF SVC | 200.00 |
| eSPECIAL NEEDS, LLC | SUPPLIES | 1,043.90 |
| LAKESHORE LEARNING MATERIALS, LLC | SUPPLIES | 1,733.67 |
| MACGILL SCHOOL NURSE SUPPLIES | SUPPLIES | 26.95 |
| NCS PEARSON, INC. | SUPPLIES | 33.10 |
| SCHOOL SPECIALTY LLC | SUPPLIES | 279.63 |
| SPEECH CORNER | SUPPLIES | 275.91 |
| SUPER DUPER PUBLICATIONS | SUPPLIES | 348.92 |
| | Fund Total: | 9,389.60 |
| | Checking Account Total: | 180,873.01 |

Checking 4

Checking 4 Fund: 51 SCHOOL NUTRITION FUND

| | | |
|----------------|--------------------------------|------------------|
| BMS LINQ INC | TECHNOLOGY SUPPLIES | 15,211.27 |
| MG OIL COMPANY | SUPPLIES | 235.56 |
| | Fund Total: | 15,446.83 |
| | Checking Account Total: | 15,446.83 |

Checking 7

Checking 7 Fund: 71 CUSTODIAL FUND

| | | |
|--|-------------|----------|
| AHLERS & NORTHERN STATE UNIV, BENJAMIN | | 500.00 |
| BARTOLON & MITCHELL TECH COLLEGE, ANI RAMIREZ | SCHOLARSHIP | 1,100.00 |
| BOTT & SD SCHOOL OF MINES, GRADY | SCHOLARSHIP | 750.00 |
| BOWDEN & BUENA VISTA UNIV, KAELEIGH | SCHOLARSHIP | 1,000.00 |
| CARRILLO & UNIV OF MN TWIN CITIES, JOLIE | SCHOLARSHIP | 1,250.00 |
| CARRILLO & UNIV OF MN TWIN CITIES, TAGE | SCHOLARSHIP | 475.00 |
| CAUDELL & MITCHELL TECH COLLEGE, CASHTON | SCHOLARSHIP | 1,000.00 |
| CAUDELL & SDSU, KAIDEN | SCHOLARSHIP | 800.00 |
| CHRISTENSEN & UNIV OF SOUTH | SCHOLARSHIP | 275.00 |

| <u>Vendor Name</u> | <u>Vendor Description</u> | <u>Amount</u> |
|--|---------------------------|---------------|
| DAKOTA, CHASETY | | |
| CULVER & SDSU, CHLOE | SCHOLARSHIP | 275.00 |
| CUTSHAW & SDSU, CAMERON | SCHOLARSHIP | 500.00 |
| DAVIS & LAKE AREA TECH COLLEGE, ZANDER | SCHOLARSHIP | 250.00 |
| DORN & MITCHELL TECH COLLEGE, DYLAN | SCHOLARSHIP | 450.00 |
| DUBON & UNIV OF SIOUX FALLS, MARISOL | SCHOLARSHIP | 1,025.00 |
| ESCOBAR-SALANIC & MOUNT MARTY UNIV, ARISTEO | SCHOLARSHIP | 100.00 |
| EVANS & SDSU, CARSEN | SCHOLARSHIP | 1,000.00 |
| GAINNEY JR & NORTHERN STATE UNIV, CARSON | SCHOLARSHIP | 700.00 |
| GOGOLIN & UNIV OF SOUTH DAKOTA, TESSA | SCHOLARSHIP | 1,200.00 |
| HAMILTON & LAKE AREA TECH COLLEGE, JAELYN | SCHOLARSHIP | 500.00 |
| HEGG & SDSU, HOLDEN | SCHOLARSHIP | 1,250.00 |
| HEINEN & LAKE AREA TECH COLLEGE, ELIZABETH | SCHOLARSHIP | 250.00 |
| HEINZ & DAKOTA STATE UNIV, HAMTYN | SCHOLARSHIP | 450.00 |
| HENNRICH & EMBRY-RIDDLE AERONAUTICAL, IRELAND | SUPPLIES | 1,750.00 |
| HOEK & DAKOTA STATE UNIV, CHRISTEN | SCHOLARSHIP | 1,000.00 |
| HOFER & NORHTERN STATE UNIV, MILES | SCHOLARSHIP | 50.00 |
| HTOO & DAKOTA STATE UNIV, OKAY | SCHOLARSHIP | 100.00 |
| HTOO & SOUTHEAST TECH COLLEGE, KMUI | SCHOLARSHIP | 100.00 |
| JOHNSEN & USD, CONNER | SCHOLARSHIP | 500.00 |
| KNIPLING & SOUTHEAST TECH, WILLIAM | SCHOLARSHIP | 1,000.00 |
| KRUSE & MITCHELL TECH COLLEGE, OLAF | SCHOLARSHIP | 450.00 |
| MANGIEMAI & MINNESOTA WEST, CLAREEN | SCHOLARSHIP | 1,000.00 |
| MATTKE & SDSU, JACKSON | SCHOLARSHIP | 300.00 |
| MEYERS & UNIV OF ALABAMA, SEAN | SCHOLARSHIP | 500.00 |
| MINISTRO & LAKE AREA TECH, ULISES | SCHOLARSHIP | 1,000.00 |
| MOEDING & UNIV OF SOUTH DAKOTA, GAVIN | SCHOLARSHIP | 500.00 |
| NOYES & LAKE AREA TECH COLLEGE, JAYLEE | SCHOLARSHIP | 250.00 |
| OGLE & SDSU, KOLTON | SCHOLARSHIP | 300.00 |
| PAW & NORTHERN STATE UNIV, MOO SAY | SCHOLARSHIP | 1,000.00 |
| PAW & UNIV OF SOUTH DAKOTA, SO RO | SCHOLARSHIP | 1,000.00 |
| PESKEY & DAKOTA STATE UNIV, BLAKE | SCHOLARSHIP | 200.00 |
| PETERSON & NORTHERN STATE UNIV, JAYDA | SCHOLARSHIP | 350.00 |
| PETERSON & SDSU, TATUM | SCHOLARSHIP | 350.00 |
| PFITZER & SDSU, TYSON | SCHOLARSHIP | 200.00 |
| RAMIREZ & LAKE AREA TECH COLLEGE, BRYAN | SCHOLARSHIP | 200.00 |
| RENO & SD SCHOOL OF MINES & TECH, JACKSON | SCHOLARSHIP | 100.00 |
| SCHUCHHART & SDSU, KELSEY | SCHOLARSHIP | 250.00 |
| SHAE & UNIV OF SOUTH DAKOTA, PAW BAW | SCHOLARSHIP | 350.00 |

| <u>Vendor Name</u> | <u>Vendor Description</u> | <u>Amount</u> | |
|---|--------------------------------|---------------|------------------|
| SIEMONSMA & SDSU, MAKENZIE | SCHOLARSHIP | 500.00 | |
| SOE & DAKOTA STATE, LAH DOH | SCHOLARSHIP | 1,000.00 | |
| SORTO & SDSU, ANTONY | SCHOLARSHIP | 375.00 | |
| SWANSON & DAKOTA STATE UNIV, SAMANTHA | SCHOLARSHIP | 500.00 | |
| THWE & UNIV OF SOUTH DAKOTA, AYE | SCHOLARSHIP | 100.00 | |
| WAH & SOUTHEAST TECH COLLEGE, HSER | SCHOLARSHIP | 600.00 | |
| WINSON & LAKE AREA TECH COLLEGE, ZAYNE | SCHOLARSHIP | 150.00 | |
| YWE & MITCHELL TECH COLLEGE, NAW HTOO | SCHOLARSHIP | 100.00 | |
| ZAVESKY & SDSU, AIDEN | SCHOLARSHIP | 300.00 | |
| | Fund Total: | | 31,525.00 |
| | Checking Account Total: | | 31,525.00 |



Employment Contract

HURON PUBLIC SCHOOLS #2-2

EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

05/16/2024

Ian Krekelberg

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$61,730** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/15/2024** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold

or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

The above salary includes \$3,313 extra duty pay for MS Vocal Music Director, Step 2 and \$542 extra duty pay for 50% Tiger Cub Follies, Step 1.

BA

Base Contract: \$57,875

MS Vocal Music Director \$3,313 Step 2

50% Tiger Cub Follies \$542 Step 1

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 05/20/2024

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

| | |
|---|------------------------------------|
| Employee Signature <i>Jan Kreckelberg</i> | Date 05/17/2024 08:19 am |
| Chairman of School District Board Signature <i>Garret Bischoff</i> | Date 05/17/2024 08:38 am |
| Business Manager of School District Signature <i>Kelly Christopherson</i> | Date 05/17/2024 09:04 am |

Halbkat, Darla

Subject: Tennis Coach Position

From: "Ryan, Taylor" <Taylor.Ryan@k12.sd.us>
Date: May 23, 2024 at 11:35:02 AM CDT
To: "Rotert, Terry" <Terry.Rotert@k12.sd.us>
Subject: Tennis Coach Position

Mr. Rotert,

I wanted to let you know that I have resigned from Huron Middle School due to my fiance getting a promotion in a near by town. Because of this, I will need to resign from my position of the Middle School Tennis Coach as well. I have just talked to my principles and then I talked to Coach Kary so she is aware.

I wanted to thank you for the opportunity to coach the sport. I learned a lot and I really enjoyed my time doing it.

Thank you,
Taylor Ryan

*Taylor Ryan
Huron Middle School
Huron School District 2-2*

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients name above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer. Thank you.

May 23 2024

Ms. Laura Willemsen
Huron Middle School
1045 18th St. SW
Huron, SD 57350

Dear Ms. Willemsen,

I am formally resigning from my position at Huron Middle School as the 8th grade science teacher. I am also resigning from my position as the Middle School Girls Tennis Coach.

Thank you so much for the opportunity to work in this school district and with this community. I've genuinely enjoyed my time here. It was a very difficult decision, but with much consideration, it needed to happen due to my fiance's job transfer.

Yours sincerely,
Taylor Ryan



EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

05/14/2024

Ashley Sarvis

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$63,021** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/05/2024** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold

or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2024-2025 with 7 years of teaching experience. Will be placed on a Plan of Intent until praxis test 5362 English to Speakers of Other Languages is passed & test score is received. Teachers new to the District are expected to work an additional 5 days beginning August 5. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

MA

Base Contract: \$63,021

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 05/16/2024

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

| | |
|---|------------------------------------|
| Employee Signature <i>Ashley Sarvis</i> | Date 05/14/2024 11:52 am |
| Chairman of School District Board Signature <i>Garret Bischoff</i> | Date 05/14/2024 01:08 pm |
| Business Manager of School District Signature <i>Kelly Christopherson</i> | Date 05/14/2024 01:36 pm |



EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

05/17/2024

Nyo Nyo Sein

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$56,267** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/05/2024** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold

or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the employee and the Board of Education.

Hired 2024-2025 with a BA. Will be paid as a substitute until Alternate Certificate is received. Teachers new to the District are expected to work an additional 5 days beginning on August 5. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

BA

Base Contract: \$56,267

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 05/20/2024

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of contract days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

| | |
|---|------------------------------------|
| Employee Signature <i>Ngo Ngo Sein</i> | Date 05/17/2024 02:06 pm |
| Chairman of School District Board Signature <i>Garret Bischoff</i> | Date 05/21/2024 12:10 pm |
| Business Manager of School District Signature <i>Kelly Christopherson</i> | Date 05/21/2024 01:27 pm |

Good News Report - ESL

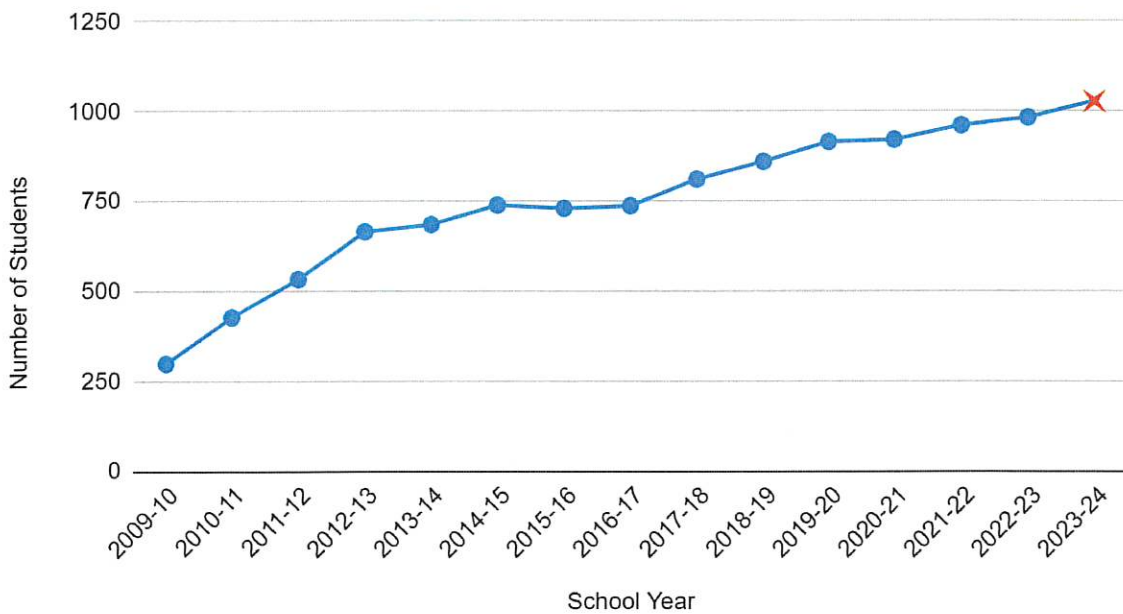
May 28, 2024

Jolene Konechne, Director of ESL

ESL Student Counts / Yearly Comparison

| SCHOOL YEAR | ESL STUDENTS | 1 ST YEAR IN THE COUNTRY |
|-------------|--------------|-------------------------------------|
| 2009-10 | 297 | 25 |
| 2010-11 | 426 | 65 |
| 2011-12 | 532 | 70 |
| 2012-13 | 664 | 78 |
| 2013-14 | 684 | 77 |
| 2014-15 | 738 | 100 |
| 2015-16 | 729 | 74 |
| 2016-17 | 736 | 44 |
| 2017-18 | 810 | 55 |
| 2018-19 | 821 | 27 |
| 2019-20 | 914 | 60 |
| 2020-21 | 920 | 30 |
| 2021-22 | 960 | 101 |
| 2022-23 | 977 | 84 |
| 2023-24 | 1,029 | 123 |

Huron School District ESL

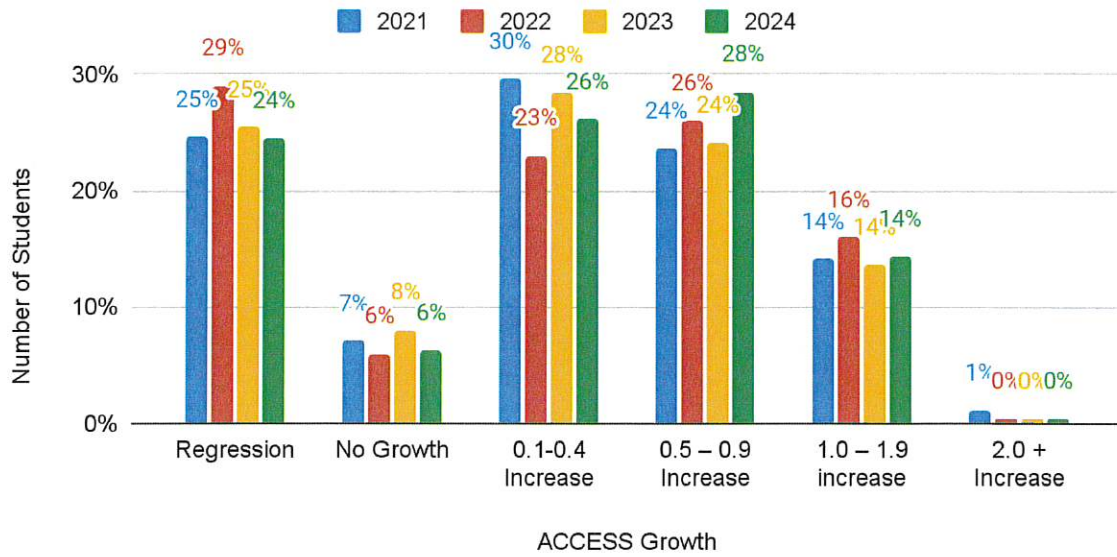


| ESL Student Information | | First Year In the Country (District) | |
|--|-----|--------------------------------------|----|
| Buchanan <ul style="list-style-type: none"> • K - 99 • 1st - 115 | 214 | Guatemala | 80 |
| | | Thailand | 4 |
| Madison <ul style="list-style-type: none"> • 2nd - 116 • 3rd - 95 | 211 | Nicaragua | 1 |
| | | Cambodia | 1 |
| Washington <ul style="list-style-type: none"> • 4th - 104 • 5th - 93 | 197 | Burma | 14 |
| | | Peru | 4 |
| Middle School <ul style="list-style-type: none"> • 6th - 73 • 7th - 65 • 8th - 65 | 203 | Myanmar | 3 |
| | | Honduras | 3 |
| | | Costa Rica | 1 |
| High School <ul style="list-style-type: none"> • 9th - 54 • 10th - 53 • 11th - 44 • 12th - 21 | 172 | Puerto Rico | 1 |
| | | El Salvador | 1 |
| | | Philippines | 1 |
| Huron Colony | 17 | Venezuela | 2 |
| Riverside Colony | 15 | Vietnam | 21 |
| | | Mexico | 5 |

Student Achievement Goal: Students will show a growth of at least 0.5 on the ACCESS composite score

2020/21 - 2023/24 ACCESS Growth

Huron School District



| Grade Level | Number of Students Exiting ESL 2024 |
|----------------------------------|-------------------------------------|
| 2 | 1 |
| 3 | 12 |
| 4 | 16 |
| 5 | 13 |
| 6 | 5 |
| 7 | 9 |
| 8 | 4 |
| HS | 4 |
| TOTAL | 64 |
| 2023 - 66 exiting student | |



HURON SCHOOL DISTRICT

PROCUREMENT PLAN FOR CHILD NUTRITION PROGRAMS

Adopted 4/16/2020
Updated 4/29/2024
Board Approved

This procurement plan will be implemented on April 16, 2020, from that date until further amended. This procurement plan will be reviewed and amended as needed, at minimum once annually to assure relevance to procurement procedures. All procurements must adhere to free and open competition. Source documentation should be available to determine open competition, reasonableness, allowability and the allocation of costs.

Amanda Reilly

Child Nutrition Director

Date

Signature

Kelly Christopherson

HSD Business Manager

Date

Signature

SECTION I – Procurement Plan Requirements

The plan for Huron School District (HSD) is to procure items for use in the Child Nutrition Programs and is as follows. This procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

- A. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:
- I. Be necessary and reasonable for proper and efficient administration of the program(s)
 - II. Be allocable to federal awards applicable to the administration of the program(s)
 - III. Be authorized and not prohibited under state and local law

B. Document Retention

All purchasing records will be maintained no less than three years plus the current year.

- C. If the amount of food purchased is more than the Federal small purchase threshold currently valued at \$250,000, **OR** if the amount of nonperishable goods and services is more than the State of South Dakota small purchase threshold currently valued at \$50,000, **OR** the Local Agency (LA) approved threshold is more restrictive, formal procurement procedures will be used as required by federal Procurement Standards 2 CFR 200 and South Dakota Codified Law (SDCL) 5-18A-14 and SDCL 5-18A-22(12). Informal procurement procedures (small purchase price quotes) will be required for purchases under the most restrictive small purchase threshold.

| | Federal Procurement Threshold | SFA/LEA Procurement Threshold |
|--|--------------------------------------|--------------------------------------|
| Micro-Purchase | Less than \$10,000 | Less than \$10,000 |
| Small Purchase | Less than \$250,000 | Less than \$250,000 |
| Formal Purchase | Greater than \$250,000 | Greater than \$250,000 |
| Formal Purchase/Services and Supplies | Greater than \$50,000 | Greater than \$50,000 |
| Capital Equipment/Not on Pre-Approved List (ADD LINK FOR PREAPPROVAL) | Greater than \$5,000 | Greater than \$5,000 |

D. Buy American Provision

By participating in federal school meal programs, Local Agencies are required to purchase domestic commodities and products for school meals to the maximum extent practicable. For purposes of this provision, the term domestic food commodity or product means an agricultural commodity produced in the United and a food product that is processed in the United States SUBSTANTIALLY (minimum 51%) using agricultural commodities that are produced in the United States.

While rare, two (2) exceptions may exist when:

1. the product is not produced or manufactured in the US in sufficient, reasonable, and available quantities of a satisfactory quality, and
2. competitive proposals reveal the cost of domestic product is significantly higher than a non-domestic product.

All products that are normally purchased by the distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributors shall outline their procedures to notify the school or agency when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally part of the solicitation), must be approved by the Child Nutrition Director, prior to the delivery of the product to HSD. Any non-domestic product delivered to HSD without approval may be returned to the distributor and not accepted within 24 hours of delivery. If the substitution falls within one of the previously listed exceptions, the distributor should supply HSD with supporting documentation upon request.

The distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

E. **Purchasing Equipment**

If the amount of purchases for equipment is greater than \$5,000 (or the SFA/LEA's local capitalization threshold) the following procedure will be used.

1. Determine if the equipment purchase is allowable and if the equipment is on the South Dakota Child Nutrition Program Approved Equipment List (<https://doe.sd.gov/cans/documents/CNPEquipment-Memo2.pdf>).
 - a. If the equipment is less than the \$5,000 or the SFA/LEA local capitalization threshold (whichever is lower) **and** on the South Dakota Child Nutrition Program Approved Equipment List, the SFA may purchase the equipment and **does not** need further approval. The price quotes will receive appropriate confidentiality before award.
2. If the equipment is over the \$5,000 (or the SFA/LEA's capitalization threshold), **OR is not** on the Approved Equipment List, Child and Adult Nutrition Services (CANS) must approve the equipment before it can be purchased. SFA/LEA will complete the Child Nutrition Program Equipment Purchases Preapproval Request Form and forward it to local CANS representative for approval.
3. SFA shall keep documentation of approval and all documentation related to the procurement of capital equipment.
4. Capital equipment is defined by Federal regulations as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the SFA/LEA for financial statement purposes, or \$5,000.

F. **Code of Conduct / Conflict of Interest**

- **Regulations:** 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and HSD School District Department of Purchasing.
- **Procedures:** HSD seeks to conduct all procurement procedures in compliance with stated regulations; and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts.

As representatives of HSD employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgement. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside of HSD.

No employee, officer, or agent of HSD shall participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when any of the following has a financial or other interest in the firm selected for the award:

- the employee, officer, or agent;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs or is about to employ any of the above parties.

All employees, officers, and agents of HSD that participate in the selection or award of contracts will attest either to no conflicts of interest or declare all real or apparent conflicts of interest on an annual basis.

The officers, employees, and agents of HSD entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts including, but not limited to, entertainment, hotel rooms, transportation, gifts, or meals. HSD sets the standard for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Value threshold for HSD is set at \$5.00. In the event unsolicited gifts are received by Child Nutrition more than this amount, they will be declined. If a gift is perishable in nature and cannot be returned, it may be given to charity, shared with the office, or destroyed.

Any employee or board member who violates any of these standards of conflict shall be reported to the district Human Resources Representative for review.

G. Minority and Women's Businesses

Good faith effort will be made to include the following affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

H. Training

All staff conducting purchasing will be trained on procurement procedures.

I. Taste testing, sample procedures

Sample products may be given to HSD by a vendor or distributor for taste testing to determine student product acceptance and meal quality. HSD will limit samples to a reasonable amount based on the type of product and number of students and Child Nutrition personnel participating in the taste test.

J. Formal bid procedures will be applied on *the basis of a*:

- Centralized System (entire School Food Authority)
- Individual School (one school building within a School Food Authority)
- Multi-School Systems
- State contract (e.g., computers from the BOA, Office of Procurement Management Contracts, etc.)
- Combination of above (specify):

K. Emergency Planning

If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the SFA. The following emergency procedures shall be followed. All emergency procurements shall be approved by Child Nutrition Director or Business Manager. At a minimum, the following emergency procurement procedures shall be documented:

- item name
- dollar amount
- vendor
- reason for emergency

If necessary, in the course of a pressing need, to make an emergency purchase by means of 'piggybacking' on the bid of another district, approval must be obtained from, and appropriately documented by, the governing board.

If the emergency purchasing requires a contract, all books, records, and other documents relative to the award must be retained for three (3) years after final payment, or until audited by the local agency (whichever is sooner). The local agency its authorized agents, and/or State and/or USDA auditors shall have full access to and the right to examine any of said materials during this period. Specifically, the SFA/Sponsor shall maintain, at a minimum, the following documents:

- Written rationale for award cost or price;
- A copy of the original solicitation;
- The bidding and negotiation history and working papers;
- The basis for contractor selection;
- Approval from the State Agency to support a lack of competition when competitive bids or offers are not obtained;
- The terms and conditions of the contract;
- Any changes to the contract and negotiation history;
- Billing and payment records;
- A history of any contractor claims;
- A history of any contractor breaches

L. Geographic Preference

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. Institutions receiving funds through CNP are allowed to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. (*The Food, Conservation, and Energy Act of 2008 (Public Law 110- 246, Section 4302) amended Section 9(j)*)

An SFA must still compare pricing from several suppliers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

M. Beverage and Snack Agreement

HSD's exclusive beverage contracts do not involve nonprofit school food service account funds, in which case there are no federal FNS procurement issues involved. However, if any products are purchased via the exclusive beverage contract using nonprofit school food service funds, then all federal procurement requirements must be met. If small purchase procedures are used for a procurement of \$250,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commission, scholarship fund contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFA on a prorated basis.

a. There is no federal prohibition on multiyear contracts other than for Food Service Management Companies (FSMC). It is suggested, however, that school procurement officials consider the impact of multiyear contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.

b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event during the extended school day.

c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the extended school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term Exclusive Pouring Rights. Every school LEA must have

amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.

SECTION II – MICROPURCHASING

According to the 2CFR 200.67, micro-purchasing can be utilized to minimize the administrative burden and cost of completing an informal or formal purchasing procurement process for small purchases. HSD may utilize micro-purchasing to make purchases in emergency situations to continue uninterrupted service.

Micro-purchasing may be used when the following conditions are met:

1. One aggregate transaction does not exceed \$10,000;
2. Purchase prices shall be reasonable;
3. Purchases shall be spread equitably among qualified suppliers to the extent practicable.

HSD is committed to:

- Not using micro-purchasing instead of required procurement methods.
- Reviewing all micro-purchases to ensure they are being used with the best intent for the program.
- Distributing micro-purchases between multiple suppliers to ‘share the wealth’ if the price is considered reasonable.
- Examining items being purchased to see if purchasing them in a different manner could result in a better price.

The following procedures will be used for routine micro-purchases:

| Vendor | Good or Service | Justification / Reasoning | Duration/ Frequency |
|-----------------------------|---|---|--------------------------------|
| Bernards | Seasonings | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Coborns | Frozen Foods, Refrigerated Foods, Fresh Produce, Dry Foods, Special Diet Supplies | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Cash-Wa | Miscellaneous Supplies and equipment | Available within 10 miles of district or provides delivery services. This distributor will receive equitable share of purchases with like distributors. | As Needed |
| Cole Papers | Paper products, small wares | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Colin Beveridge | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | In Season / As Needed |
| Haroldson Farms | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | In Season / As Needed |
| Innovative Office Solutions | Miscellaneous Supplies | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Lewis Drug | General Department Supplies, First Aid/Pharmaceutical Supplies | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Wal-Mart | Frozen Foods, Refrigerated Foods, | Available within 10 miles of district or provides delivery services. This store will receive equitable share of | As Needed |

| | | | |
|--|--|---|-------------------------|
| | Fresh Produce, Dry Foods, Special Diet Supplies, General Department Supplies | purchases with like distributors. | |
| Larson Melons | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed/ In Season |
| Nature Seal | Fruit Preservative | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Ace Hardware | General Department Supplies | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Beadle Conservation District | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed/ In Season |
| Culinex | Miscellaneous Small Wares and Equipment | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Albrecht's Angel Honey | Fresh Local Honey | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Fairacre Farms | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed/ In Season |
| Dakota Signature Meats | Local Beef | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| Osceola Cornucopia | Fresh Local Produce | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed/ In Season |
| IS Restaurant Equipment and Supply | Miscellaneous Small Wares and Equipment | Available within 10 miles of district or provides delivery services. This store will receive equitable share of purchases with like distributors. | As Needed |
| <i>As needed purchases are made based on situation and need. Purchases may be influenced by equipment failures, menu changes, primarily distributor availability, or recipe development.</i> | | | |

Examples when micro-purchasing may be required are (but are not limited to):

- Primary/usual distributor was unable to fulfill the quantity of a product you needed for the week and therefore are short. Product could be obtained at a local business to fulfill what is needed for the day/week.
- Spices or other low-cost items that are used often but not purchased frequently in great quantity.
- Farm to school or fresh fruit/vegetable purchases.
- Special diet items and products that are not available through primary distributors and would not be ordered in large quantities, and therefore are better purchased through a local, specialized market.

SECTION III – SMALL PURCHASE PROCUREMENT

If the amount of purchases for items less than HSD’s small purchase threshold, Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

HSD’s small purchase threshold is \$250,000 for perishable products and \$50,000 for services or supplies.

Additional requires of small purchasing procurement procedures are listed as follows:

1. Written specifications will be prepared and provided to a minimum of two vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications.
3. The child Nutrition Director or designee will be responsible for contacting potential vendors when price quotes are required.
4. The price quotes will receive the appropriate confidentiality before award.
5. Quotes will be awarded by the Child Nutrition Director with assistance of district administration, as needed. Quotes should be awarded to the lowest and best quote based on availability, quality, service availability, price, and/or provisions of blank equipment, food presentation, or food preservation.
6. The Child Nutrition Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from vendors, and written specifications.
7. Any time an accepted item is not available, the Child Nutrition Director will select the acceptable alternative. Full documentation will be made available as to the selection of the acceptable item.
8. Bids will be awarded on the criteria of lowest price, quality, service and delivery. Lowest price should be the primary factor taking into consideration availability of service and delivery fees.
9. The Child Nutrition Director is required to review and approve selections. All vendors that submitted a response must be notified that they were either selected or not selected.

Audit Requirements: A minimum of once per agreement or contract period, 10% of purchased items or a minimum of three items whichever is greater), should be checked for price accuracy, meets specification requirements, and Buy America requirement. The Child Nutrition Director or designee will document items reviewed on a procurement audit log, record their name, date, and the results of the audit.

Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

| Vendor | Goods or Service | Justification/Reasoning | Duration/Frequency |
|-----------------------------|---|---|---------------------------|
| Buller Fixture/CWD | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |
| Performance FS | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |
| Culinex | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |
| Restaurant Supply (IS) | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |
| Cole Paper | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |
| Innovative Office Solutions | Miscellaneous Small wares and Equipment | 3 bids and a buy are sent to at least 3 vendors | As needed |

SECTION IV – FORMAL PROCUREMENT

HSD will use formal procurement methods as required by 2 CFR Part 200.318-326 if the amount of purchase is above \$250,000 for perishables or \$50,000 for services and supplies.

Formal procurement methods include:

- Competitive Sealed Bid – Invitation for Bid (IFB)
 - In awarding an IFB, a firm fixed price is awarded to the bidder that is most responsive and responsible *and* is the lowest price. An IFB must result in a fixed fee/firm price contract.
 - Suggested by USDA to allow 45 days for IFB from the time of information distribution to vendors until the time of bid opening
- Competitive Proposal – Request for Proposal (RFP)
 - In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Price does not have to be 51% of points but must be the highest weighted criteria.
 - Suggested by USDA to allow 60 days for RFP from the time of information distribution to vendors until the time of bid opening.

When a formal procurement method is required, the following **COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)** procedures will apply:

1. An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the local newspaper to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for at least two publishing cycles (weekly publishing dates). Additionally, direct contact will be made with all known qualified vendors.

The public advertisement will include:

- A general description of items to be purchased.
 - The deadline for submission of questions and the date written responses will be provided including an agenda to bid specifications, terms and conditions as needed.
 - A date of pre-bid meeting, if applicable, and if attendance is a requirement for bid award.
 - A deadline for submission of sealed bids or proposals, and address of location where complete specifications and bid forms may be obtained.
2. Any person who develops written specifications or descriptions for procurements will be ***prohibited*** from submitting bids or proposals for such products or services.
 3. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the solicitation document:
 - Description of the goods and services to be procured and the method of evaluation and type of contract to be awarded.
 - Method, date, time, and location of bid/proposal opening. (IFB requires a public opening).
 - Method in which a vendor will be informed of bid/proposal acceptance or rejection.
 - Method of shipment or delivery, as well as a delivery schedule.
 - Set forth requirements (terms and conditions) which bidder/proposer must fulfill.
 - Statement assuring efforts will be made to involve minority and small business.
 - Technical requirements, specifications, and forecasted quantities.
 - Proposal withdrawal and protest procedures.
 - All required federal contract provisions (as applicable) outlined in 2CFR200 Appendix II (see *Section VI – Appendix A of this document*).

4. **Audit Requirements**

HSD and involved purchasing group reserves the right to conduct quarterly audits on all formal bid contracts. A minimum of one audit per contract term, including a maximum of 30 audit items (selected by SFA/Purchasing Group) will be administered. Audit item list, instructions and timeline will be provided to distributor at least ten (10) days in advance.

If available, in-person audit review of audit findings will be held at a pre-determined location, with a representative from the distributor and each SFA involved in the contract in attendance.

If an error rate of 10% is found, a complete audit may be requested.

5. **Evaluation Criteria to award an RFP**

The lowest price will be the heaviest weighted evaluation criteria, but it is not required to be greater than 50% of points.

Additional criteria in the form of SCORECARDS may be used to evaluate bids/proposals. Things like quality of product, delivery fees and services, technical service capability, references, business practices or customer service of company will be considered.

The HSD Child Nutrition Director is responsible to review the purchase and is responsible for documenting compliance of the purchase.

6. HSD Child Nutrition Director will be responsible for:

- providing purchase information and conditions in writing to all potential bidders;
- securing bids and proposals;
- ensuring procurements are conducted in compliance with Federal, State, and local regulations; and
- obtaining a **cost or price analysis** to estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

| Vendor | Goods or Service | Justification/ Reasoning | Duration/Frequency |
|----------------|--------------------------------|---------------------------------|---------------------------|
| Performance FS | Prime vendor for SBP/NSLP food | Awarded the RFP | 22-23 SY |
| Avera Pace | Prime vendor for milk | Awarded the IFB | 22-23 SY |

SECTION V – NON-COMPETITIVE NEGOTIATION

Non-competitive (sole source) procurement are purchases of a specific item made when an emergency arises that threatens continued service of the Child Nutrition Program, or which is available from only one contractor who is the sole manufacturer and distributor of the item. This is a rare occurrence, and the school food service department must document its justification for needing the item and why only this specific item will meet this need.

When faced with a sole source procurement, the SFA must obtain CANS approval, and then go directly to the one source to negotiate terms, conditions, and prices.

If items are available only from a single source **when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, NON-COMPETITIVE NEGOTIATION** procedures will be used:

1. 2CFR 200.323 Contract cost and price
The non-Federal entity must perform a **cost** or **price** analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
2. Written Specifications will be prepared and provided to the vendor.
3. The Child Nutrition Director will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
4. The Child Nutrition Director will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the Child Nutrition Department (Department Director). The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor
 - reason for non-competitive procurement

SECTION VI – RESOURCES AND APPENDICIES

Additional Resources:

- South Dakota Department of Education Child and Adult Nutrition Services Procurement Webpage: <https://doe.sd.gov/cans/>
- South Dakota Farm to School Resource Guide Webpage: <https://extension.sdstate.edu/south-dakota-farm-school-resource-guide>
- Procurement with Geographic Preference MEMO: <https://fns-prod.azureedge.us/sites/default/files/cn/SP18-2011os.pdf#page=2>
- Institute of child Nutrition Procurement in the 21st Century Resources: <https://doe.sd.gov/cans/documents/ICN-procurement.pdf>

Included Appendices:

- Appendix A – Buy American Certification
- Appendix B – Small Purchase Checklist
- Appendix C – Informal Purchasing Log
- Appendix D – Formal Procurement Checklist
- Appendix E – Federal Required Contract Provisions (expanded to include Debarment & Suspension and Anti-Lobbying Certification)

Appendix A – Buy American Certificate



Child & Adult Nutrition Services
800 Governors Drive
Pierre, SD 57501-2235
T 605.773.3413
F 605.773.6846
www.doe.sd.gov

To: Authorized Representatives of Child Nutrition Programs: School Nutrition Program, Child and Adult Care Food Program, and Summer Food Service Program

From: Child and Adult Nutrition Services

Date: March 1, 2018

Subject: Buy American Certification

Memo Number: SNP 251-1
CACFP 251-1-1
CACFP DCH 251-1
SFSP 251-1

The purpose of this memo is to give guidance in regard to meeting the requirements of Section 204(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. This Act requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase domestic commodities or products for use in these meals, to the maximum extent practicable.

Domestic commodity or product is defined as one that is produced and processed in the United States substantially using agricultural products that are produced in the United States. Substantially, per the report, means that over 51% of the final, processed product, consists of domestically grown product.

Attached is a form to provide an example form showing what information to collect from vendors providing these products. This information should be shared with your School Food Authority (SFA) purchasing authority and all employees involved in the procurement process.

Questions about this memo can be referred to a SD Dept. of Education Child and Adult Nutrition Services staff member.

Buy American Certification

Buy American regulation requires school food authorities (SFAs) to purchase domestic commodities or products to the maximum extent possible. Domestic commodities or products are defined as:

1. An agricultural commodity that is produced in the U.S.
2. A food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S.
3. Unprocessed, agricultural commodities must be domestic.
4. Processed foods must be processed domestically using domestic agricultural food components that comprise over 51% domestically grown items, by weight or volume.

I certify that the products listed below **do not** meet the qualifications of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988.

FNS does allow for limited exceptions to the Buy American provisions when 1 of 2 events occur:
 1: a specific product is not produced or manufactured in the U.S. "in sufficient and reasonable available quantities of a satisfactory quality"; and
 2: when competitive bids show that the costs of the U.S. products are significantly higher than nondomestic products. SFAs that use one of these exceptions are not required to request a waiver in order to purchase a nondomestic product, but they must maintain documentation justifying the exception

| Product Name | Product/Manufacturer's Code | Country of Origin | Qualification #1 or 2? |
|--------------|-----------------------------|-------------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

I certify the accuracy of the information provided above:

| | | | |
|-----------------------------|--|-------|--|
| Distributor Name: | | | |
| Distributor Representative: | | | |
| Title: | | | |
| Signature: | | Date: | |

Appendix B – Small Purchase Checklist

Did the SFA...

Forecast product needs

Cycle menus, velocity reports, and production records are common tools used to forecast product needs. If the estimated value of goods or services needed (during the time period you wish to purchase them in) is greater than the micro-purchase threshold, and less than the small purchase threshold, the SFA should use the small purchase method of competitive quotations.

*The Federal micro-purchase method is \$10,000 and the Federal small purchase threshold is \$250,000 for perishables. The State of South Dakota threshold for services and supplies is \$50,000.

Seek to obtain price quotations from an adequate number of qualified sources

At least two sources should be used to obtain price or rate quotations. Quotes may be obtained verbally or through writing (example: email) but must be documented. An informal purchase log is available on CANS website at: <https://doe.sd.gov/cans/>.

Give clear and accurate specifications

Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured. Specifications can be given verbally or in writing. In addition, if the SFA specifies a brand name product, it must allow an equal product to be offered.

Not restrict competition

An SFA may not restrict competition by placing unreasonable requirements on vendors to qualify for business, requiring unnecessary experience or excessive bonding, or any other means of restricting competition.

Include Buy American Requirements when applicable

SFAs are required by the Buy American Provision to purchase, to the maximum extent practicable, domestic commodities or products. An SFA must require that vendors understand and can meet these requirements. This can be done during the quotation process, by communicating the requirements to vendors verbally or in writing. An SFA may also obtain a certification statement from the vendor if it chooses to do so.

Select the correct vendor

After quotes are obtained, the SFA must select the correct vendor based on the products or services requested and the vendor responses provided. If an SFA chooses to reject an offer, it should document why. For example, the vendor cannot deliver on the days or times that the SFA needs. If more than one vendor can provide all of the requested services and products, the award should be made to the lowest price offer.

Maintain records sufficient to detail the history of procurement

Although quotations may be written or verbal, the SFA must document the quotations. A written agreement is not required but may be helpful to document all the terms and conditions of the agreement.

Keep records

All procurement records must be kept for three years plus the current year. Invoices/receipts should show that the goods or services were purchased at the price that was quoted.

Appendix C – Informal Purchasing Log (EXAMPLE)

INFORMAL PURCHASING LOG EXAMPLE

| Vendor Name: | | | | | | | | | | |
|---|--------------------------|--------------------------|--|---------|--------------------------|--|---------|--------------------------|--|---------|
| <u>Items to be Purchased:</u> <ul style="list-style-type: none"> • Product specifications • Delivery Frequency • Packaging | Quantity Expected to Buy | Unit Price | Extended Price (Quantity x Unit Price) | *VS (✓) | Unit Price | Extended Price (Quantity x Unit Price) | *VS (✓) | Unit Price | Extended Price (Quantity x Unit Price) | *VS (✓) |
| 1. | | | | | | | | | | |
| 2. | | | | | | | | | | |
| 3. | | | | | | | | | | |
| 4. | | | | | | | | | | |
| 5. | | | | | | | | | | |
| 6. | | | | | | | | | | |
| 7. | | | | | | | | | | |
| TOTAL | | | \$ | | | \$ | | | \$ | |
| *Vendor Selected (VS) | | <input type="checkbox"/> | | | <input type="checkbox"/> | | | <input type="checkbox"/> | | |
| Date & Method of contact: | | | | | | | | | | |
| Name of person quoting pricing: | | | | | | | | | | |
| Duration quoted pricing is good for: | | | | | | | | | | |
| Additional Notes: | | | | | | | | | | |
| Signature of person completing this form: | | | | | | | | Date: | | |

*Vendor Selected (VS); you can award all items to one bidder (lowest total price) or you can award bid on a line item basis (lowest item price)

Appendix D – Formal Procurement Checklist

Did the SFA...

Forecast product needs

Cycle menus, velocity reports, and production records are common tools used to forecast product needs.

Conduct a cost or price analysis

Estimate the total dollar value of the contract, which includes product or service purchases for the duration of the contract.

- SFA may use forecasted product needs and current or past product pricing to complete the cost analysis

Write product specifications

Product specifications should include the product name, description, case pack and weight, minimum and maximum sizes and pieces, main ingredients, prohibited ingredients, nutritional standards or CN requirements, quality indicators, run and code numbers, etc.

- Note: specifications may include a brand name but must include 'or equal'. A bidder should have the opportunity to propose an equal product
- An SFA may pre-screen products and provide bidders with a list of preapproved equal products. The SFA must ensure maximum free and open competition during the procurement process, and pre-screening procedures should be included in the SFAs written procurement procedures.

Create a solicitation document

There are two types of formal solicitations: Invitation for Bid (IFB) and Request for Proposals (RFP)

Invitation for Bid (sealed bid)

Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid:

- Conforms with all the material terms and conditions of the invitation for bids, and
- Is the lowest price

Request for Proposals (competitive proposal)

The contract is awarded to the responsible and responsive vendor whose proposal scored the highest number of points, and is most advantageous to the program with price and other factors considered

A well-written solicitation gives a bidder clear information on what the SFA is planning to purchase and how. A solicitation should include:

Background information on the LEA

- Size, number of meals served, etc.
- General descriptions of the goods and/or services to be purchased
- Solicitation should indicate if distribution services are requested
- Include distribution for processed USDA foods, if applicable
- Information about pre-proposal meeting to be held (if applicable)
- Date and time for solicitation submission
 - Time and location of public opening if IFB
- Time period of the contract and options for renewals
 - Generally, 1 year with 4 optional renewals
- Type of contract to be awarded
 - An IFB must result in a fixed fee or firm fixed price contract.
 - An RFP will result in a fixed price contract.
 - Fixed fee may be tied to a price index or price escalator/de-escalator clause
- Protest procedures
- Proposal withdrawal procedures
- List of all products to be purchased and specifications
- Options for 'piggybacking', adding goods or services, or increasing contract volume over time
 - Changes to the contract may not result in a material change- no more than a 10% change in contract value is recommended
- Criteria for award
 - IFB- award will be made to the lowest bidder
 - RFP- include all criteria that will be used to evaluate proposals
 - Cost must be the highest weighted factor but does not have to be 51%
 - A scoring rubric is required that identifies all evaluation factors and their relative importance
 - If using geographic preference, indicate how preference will be given
- Method for evaluating cost
 - How will cost be evaluated for the products or services requested? Common ways to evaluate cost are:
 - By line item: each line is awarded separately based on individual product cost

- By product groupings: the total cost of groups of products are evaluated and awarded as a group. Example: frozen, produce, canned goods.
 - Bottom line (all-or-nothing): the total cost of the goods or services is evaluated; all products/services are awarded together.
 - Market basket cost analysis: representative sample of products, called a 'market basket' is used to estimate the total cost. The sample should consist of products that represent at least 75% of the total value of the contract (high-velocity items). The SFA must obtain a price for all products not included in the market basket prior to the award of the contract.
- Technical requirements of the vendor
 - Responsibilities of the vendor: delivery days, delivery windows, HACCP plan, staff requirements, etc.
 - Procedures for recalls or substitutions
 - Buy American Provision Requirements
 - Common legalities
 - Required forms and certifications: suspension and debarment, lobbying activities, anti-collusion, etc.
 - Contract provisions required by 2 CFR 200 appendix II (as applicable):
 - Termination for cause and convenience- contracts in excess of \$10,000
 - Equal Opportunity Employment- 'federally assisted construction contracts'
 - Davis-Bacon Act- construction contracts in excess of \$2,000
 - Contract Work Hours and Safety Standards- contracts in excess of \$100,000 that involve the employment of mechanics or laborers
 - Right to inventions made under a contract or agreement- if the contract meets the definition of a 'funding agreement' under 37 CFR 401.2 (a)
 - Clean Air Act- contracts in excess of \$150,000
 - Debarment and Suspension- all federally awarded contracts
 - Byrd Anti-Lobbying Amendment- contracts in excess of \$100,000

Publicize the solicitation

Formal solicitations must be publicly advertised and seek/invite two or more qualified sources willing and able to compete.

Allow enough time for vendors to respond

Response time may vary depending on the complexity of the solicitation. A minimum of two weeks for IFBs and 30-35 days for RFPs is recommended.

Accept bids or proposals from responsive and responsible vendors

An SFA must determine if the vendor is responsive and responsible before accepting their bid or proposal.

- **Responsive:** Did the vendor respond to the IFB or RFP on time and include all required attachments, certifications, etc.?
- **Responsible:** Does the vendor meet the criteria outlined in the solicitation? Do they have a good track record with providing products and services to similar institutions?

Evaluate the bids or proposals

IFB:

- Bids are publicly opened at the location, date, and time prescribed in the IFB
- Any or all bids may be rejected if there is a sound, documented reason
- Cost is evaluated as outlined in the IFB, which includes all costs such as transportation and delivery costs

RFP:

- Proposals cannot be opened until after the closing date and time specified in the RFP
- An evaluation committee should score the proposals *only* on the criteria outlined in the RFP
- An SFA may conduct negotiations of the top-ranked proposals to ensure that each vendor fully meets the needs of the RFP. This must be done before cost proposals are opened. The SFA may also allow vendors to amend their cost proposal to reflect any changes made during the proposal negotiation. All negotiations must be done fairly and may not give a competitive advantage to one vendor.

Award the contract

Formal procurement should always result in a (signed) written contract between the two parties. The contract should include:

- Identification of the parties involved in the contract
- Contract duration
- Scope of work
- A complete list of products, including specifications (and price)
- Type of contract (fixed price)
 - All fees must be identified and agreed upon
- Contract renewal options, including provisions for changes such as the addition of goods or services
- Contract modification and change procedures
- Default and breach of contract provisions, remedies, cancellation procedures, and penalties
- Required compliance certifications

- Contract termination rights for cause and convenience
- Recordkeeping requirements
- Laws that govern the contract
- Sanitation and licensing requirements
- Professional certification requirements

Manage the contract

SFAs are responsible for ensuring that vendors are compliant with all terms of the contract. Contract management is ongoing for the duration of the contract.

Maintain records

The SFA must maintain records enough to detail the history of procurement. All records must be kept for a period of 3 years after the submission of the final claim for reimbursement for the fiscal year or longer if an audit has not been resolved.

Renew the contract as applicable

If the contract allowed for renewal options, both parties may agree to renew the contract for additional terms as applicable.

Add products to the contract

New products may be added to the contract if the cost of the new products does not create a material change (no more than 10% of the contract value is recommended). Substitutions for unavailable products are not considered new products.

The SFA should evaluate the estimated cost of new product(s) for the duration of the contract period and determine if the cost would be considered a material change against the total estimated contract value. No more than a 10% change is recommended.

If the cost to add new products would not constitute a material change, the SFA may add new products to the contract. During the contract renewal, the SFA must amend the contract to include additional items.

A new contract value is determined annually (or at the end of the contract term), and the new contract value may be used to estimate material changes moving forward.

If the cost to add new products would constitute a material change, the SFA may procure new products using another approved procurement method (micro-purchase, small purchase, formal purchase).

Appendix E – Required Contract Provisions

a. Contractual Procedures

Contracts for **more than \$250,000** for perishables, **\$50,000** for services or supplies, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. Termination Clause

All agreements in excess of \$10,000 must address:

- Termination for cause and for convenience by the non-Federal entity, and
- The manner in which it will be affected and the basis for settlement.

The SFA may use the following sample language in solicitations as applicable:

Termination for Cause:

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience

The HSD may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- **Federally assisted construction contract** means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- **Construction work** means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The SFA shall include the following sample language in solicitations as applicable:

The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in

compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant.

d. **Davis-Bacon Act**

When required by Federal program legislation, all **prime construction contracts in excess of \$2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- b. In addition, contractors must be required to pay wages not less than once a week.
- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
- d. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- e. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- f. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- g. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. **Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the nonfederal entity in **excess of \$100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- ***Laborers and mechanics.*** This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—
 - (A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the U.S., a territory, or the LEA of Columbia; but
 - (B) Not including an employee employed as a seaman.

f. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "**funding agreement**" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Notes: reference following definition of terms for this section:

- 37 CFR § 401.2 Definitions. As used in this part— (a) The term **funding agreement** means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 2 CFR §200.86 **Recipient**. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include sub recipients. See also 2 CFR §200.69 Non-Federal entity.
- 2 CFR §200.93 **Sub recipient**. Sub recipient means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

g. **Clean Air Act**

Contracts **in excess of \$250,000** shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S. C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

h. **Debarment and Suspension Certification**

An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR § 180, as adopted and modified by USDA regulations at 2 CFR §417. There are three methods that may be used to verify that vendors have not been debarred, suspended, or excluded or otherwise ineligible for participation in Federal programs:

1. Check <https://www.sam.gov/portal/SAM/##11>
2. Collect certification from vendor
3. Add clause/condition to transaction with vendor

The SFA will use the following sample language when adding a clause to a solicitation/contract with a vendor:

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to this solicitation the Vendor is certifying they are in "Good Standing".

*More information and form available at: <https://www.usda.gov/sites/default/files/documents/ad-1047.pdf>

i. **2 CFR §180.300 What must I do before I enter into a covered transaction with another person at the next lower tier?**

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking SAM Exclusions; or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the covered transaction with that person

j. **Lobbying Certification**

The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.

**More information and form available at:*

https://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf

HURON SCHOOL DISTRICT FOUNDATION

JOB DESCRIPTION FOUNDATION DIRECTOR

JOB TITLE: Executive Director, Huron School District Foundation.

EMPLOYMENT TERM: Flexible part-time (approximately 325 hours Annually)

REPORTS TO: Huron School District Foundation Board of Directors

REQUIREMENTS:

Education Level:
Bachelor's degree.

Experience Desired:
Public Relations/Marketing experience preferred.

Other Requirements:

Possess good public relationship skills, effective oral and written communication skills. Requires excellent interpersonal skills and computer literacy. Ability to respond to inquiries or complaints from the public. Demonstrate flexible and efficient time management and ability to prioritize workloads.

Physical Requirements:

This position requires constant hand-eye, mind-eye coordination, dialing, grasping, keyboarding, repetitive motions with wrists, hands and fingers. Walking, sitting, scheduling and talking are constantly required.

ESSENTIAL FUNCTIONS AND DUTIES:

- Develop assets, administer business functions, and organize activities of committees and the Board of Directors of the Huron School District Foundation.
- Develop and propose strategy methods and plans for fund raising.
- Implement fund raising plans/policies approved by the Board.
- Identify donor prospects, both group and individual.
- Attract prospective donors by:
 - a. meeting personally with community leaders and groups, as well as individuals
 - b. promoting the Foundation in the media
 - c. arranging meetings, luncheons, and other donor cultivation activities
 - d. maintaining prospective donor follow-up (correspondence, requests for further information, phone calls, records pertaining to follow-up)
- Supervise the maintenance of donor records by:
 - a. recording all information pertaining to contributions and use of donor funds
 - b. writing follow-up letters and phone calls to donors
 - c. acknowledging and recognizing donors
 - d. arranging and carrying out appropriate donor publicity
- Plan and organize Hall of Fame Banquet and other events.
- Supervise the bookkeeping system and provide regular financial statements to the Board; work with

accountants as needed to provide information for annual audit; develop an annual operating budget.

- Provide regular updates to the Huron School District Board.
- Supervise the Alumni database; develop and maintain contact with class representatives; develop public relations materials; plan production and publication of newsletter.
- Represent the Huron School District Foundation to obtain and maintain maximum public contact, written and in person, individual and group, on behalf of the Foundation.
- Maintain professional development on a regular basis through staff development opportunities, including membership in professional fund raising organizations, seminars, meetings, and printed materials.
- Perform other duties as assigned by the Board of Directors.



Ashley Neuharth
Payroll
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
ashley.neuharth@k12.sd.us

May 20, 2023

To Superintendent Steinhoff and the Huron School Board Members:

As representatives of the Class I Classified employees, we gladly accept the terms of our negotiation meeting which was held on May 17, 2024.

1. Continued board contribution to our health insurance benefits as it was last year.
2. Salary increase of 4.8%.

Again, we want to convey our entire group's gratitude and appreciation for your generosity.

Tiffany Nelson and Ashley Neuharth

Halbkat, Darla

Subject: Classified Negotiations - Finalize

From: Hirsch Korn, Dean <Dean.Hirsch Korn@k12.sd.us>

Sent: Tuesday, May 21, 2024 2:43 PM

To: Halbkat, Darla <Darla.Halbkat@k12.sd.us>

Subject: Re: Classified Negotiations - Finalize

Darla the maintenance, grounds and custodial group accept the boards offer. Thanks for all your help

Dean Hirsch Korn

Huron Middle School

Custodian

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Halbkat, Darla

Subject: Classified Negotiations - Finalize

From: Davis, Vicky <Vicky.Davis@k12.sd.us>

Sent: Monday, May 20, 2024 10:54 AM

To: Halbkat, Darla <Darla.Halbkat@k12.sd.us>

Subject: Re: Classified Negotiations - Finalize

Good Morning Darla

The School Nutrition Group voted to accept the offer.

Thanks

Halbkat, Darla

Subject: Classified Negotiations - Finalize

From: Kremer, Chantelle <Chantelle.Kremer@k12.sd.us>

Sent: Wednesday, May 22, 2024 10:16 AM

To: Halbkat, Darla <Darla.Halbkat@k12.sd.us>

Subject: Re: Classified Negotiations - Finalize

Good morning , the related services accept the finalized negotiations.

Thank you

Chantelle Kremer

Chantelle Kremer, PTA

Physical Therapist Assistant

chantelle.kremer@k12.sd.us

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May 22, 2024

To the School Board and Superintendent:

On behalf of the paraprofessionals of the Huron School District, we accept the Board's generous offer. Thank you for your dedication to the excellence of our students.

Sincerely,

Para Negotiations Team

Ann McLaury

Peggy Harkness

Jamie Kleinsasser

MaKiah Schweigert

Madison Vaudrin

Amy Hofer



May 21, 2024

Dr. Kraig Steinhoff
Mr. Kelly Christopherson
Huron School Board
150 5th St SW
Huron, SD 57350

Dear Dr. Steinhoff, Mr. Christopherson and School Board Members:

On behalf of the Class AAA Administrative Assistants, we would like thank the Huron School Board for the opportunity to negotiate for the 2024-25 school year.


We would like to accept the package offered this year as presented in the negotiations and thank the School Board for their generosity. We are very grateful and appreciative for the changes made.

Again, thank you very much.

Sincerely,

Angie Boetel,
Madison 2-3 Center

Brittney Neuharth
Business Office

| | | |
|---|-----------------------------------|---|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | GDBC-1(N) Support Staff Fringe Benefits – Insurance |

Support Staff Fringe Benefits – Insurance
2024-2025

Health Insurance - Class I

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class I employee, the school district will pay \$700.20 per month (90%) for a single premium and the employee will pay \$77.80 per month (10%). The school district will pay \$932.40 per month (60%) for an employee + spouse premium and the employee will pay \$621.60 per month (40%). The school district will pay \$1165.20 per month (60%) for a family premium and the employee will pay \$776.80 per month (40%). The school district will pay \$844.20 per month (60%) for an employee + dependents premium and the employee will pay \$562.80 per month (40%).

Health Insurance - Class II

➤ **6-8 Hours Per Day**

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 6-8 hours per day, the school district will pay \$622.40 per month (80%) for a single premium and the employee will pay \$155.60 per month (20%). The school district will pay \$792.54 per month (51%) for an employee + spouse premium and the employee will pay \$761.46 per month (49%). The school district will pay \$717.57 per month (51%) for an employee + dependents premium and the employee will pay \$689.43 per month (49%). The school district will pay \$990.42 per month (51%) for a family premium and the employee will pay \$951.58 per month (49%).

➤ **4-6 Hours Per Day**

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 4-6 hours per day, the school district will pay \$427.90 per month (55%) for a single premium and the employee will pay \$350.10 per month (45%). The school district will pay \$611.34 per month (39.34%) for an employee + spouse premium and the employee will pay \$942.66 per month (60.66%). The school district will pay \$553.51 per month (39.34%) for an employee + dependents premium and the employee will pay \$853.49 per month (60.66%). The school district will pay \$763.98 per month (39.34%) for a family premium and the employee will pay \$1,178.02 per month (60.66%).

For Class I and Class II employees, if the district employs both spouses and both spouses qualify for the district’s health insurance benefit, the school district will pay up to the qualifying contribution for family insurance for each spouse. Each spouse will pay 50% of the remaining premium balance or \$77.80 per month (10%), whichever is higher.

Health Insurance - Class III & IV

Do not qualify according to the master insurance policy.

Dental Insurance – Class I

The school district will pay the cost of a single premium on a group insurance plan covering dental costs for all Class I employees. The Class I employees are eligible to purchase family or two-party dental insurance at the employee’s expense.


Term Life Insurance - Class I (Full-time Personnel)

The school district will pay the cost of a single premium or family premium on a term life insurance policy. The beneficiary amount of the policy shall be \$15,000 plus double indemnity coverage.

Term Life Insurance – Class II

The school district will pay the cost of a single premium or family premium on a term life insurance policy for those Class II employees who work 20 hours per week, 9 months per year.

There shall be an Employee Insurance Group Committee composed of five (5) teachers, one board member, one administrator, one secretary, and one custodian which shall make recommendations to the board of education relative to the group insurance carrier and coverage. Under no circumstances shall recommendations be made to the board of education to change group insurance carriers without competitive quotes having been made utilizing the school business manager’s normal advertising procedure.

| | | |
|---|-----------------------------------|---|
|  | Huron School District #2-2 | Code: GDBA-1(N) Support Staff Hiring Schedules Custodial Staff |
| | Policies and Regulations | |

.90 increase (4.8% x 90%)
.15 steps
(Salaries based on hourly rate * 2080)

Support Staff Hiring Schedules
Custodial Staff
2024-2025

GDBA-1 (N)
May 28, 2024

| Step | Custodian | Elementary Custodian Foreman | Arena/Activities/MS/HS Custodian Foreman | Grounds Personnel | Maintenance Personnel |
|------|-----------|------------------------------|--|-------------------|-----------------------|
| 0 | \$51,351 | \$52,351 | \$53,434 | \$53,434 | \$56,411 |
| 1 | \$51,767 | \$52,767 | \$53,850 | \$53,850 | \$56,826 |
| 2 | \$52,182 | \$53,182 | \$54,265 | \$54,265 | \$57,241 |
| 3 | \$52,597 | \$53,597 | \$54,680 | \$54,680 | \$57,656 |
| 4 | \$53,012 | \$54,012 | \$55,095 | \$55,095 | \$58,072 |
| 5 | \$53,428 | \$54,428 | \$55,511 | \$55,511 | \$58,487 |

(Note: The hiring raise for 2024-2025 is 4.32%)
The hiring schedule increased by 90% of the employee raise

NIGHT DUTY ALLOWANCE - \$160.00 extra for the 9 months school is in session.

ARENA DUTY ALLOWANCE- \$160.00 extra for the 9 months school is in session.


All positions shall be a 40-hour a week position.

Hours per day may be varied according to district needs during the regular school term and summer months. Departure from the normal hours, five days per week schedule must be approved by the superintendent’s office or supervisor.

The superintendent must approve all hiring and wage requests. All new custodians hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new custodian may earn steps for experience (responsibility determined to be similar). New custodians will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Custodians granted steps at hiring are limited to the same five total steps that can be earned before their salary is “locked in” and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

| | | |
|---|-----------------------------------|---|
|  | Huron School District #2-2 | Code: GDBA-2(N) Support Staff Hiring Schedules Full-Time Personnel Staff |
| | Policies and Regulations | |

.90 increase (4.8 % x 90%)
.15 steps
(Salaries based on hourly rate * 2080)

Support Staff Hiring Schedules
Full-Time Personnel Staff
2024-2025

GDBA-2 (N)
May 28, 2024

| Step | Division I Office Personnel | Division I Technical Assistant | Division III Technician |
|------|-----------------------------|--------------------------------|-------------------------|
| 0 | \$53,652 | \$53,652 | \$59,099 |
| 1 | \$54,066 | \$54,066 | \$59,514 |
| 2 | \$54,482 | \$54,482 | \$59,929 |
| 3 | \$54,897 | \$54,897 | \$60,345 |
| 4 | \$55,312 | \$55,312 | \$60,760 |
| 5 | \$55,727 | \$55,727 | \$61,175 |

(NOTE: The hiring raise for 2024-25 is 4.32%)
The hiring schedule increased by 90% of the employee raise
Column added for Technical Assistant and Technician


All positions shall be a 40-hour a week position, unless salary above \$47,500 per year.

Hours per day may be varied according to office needs during the regular school term and summer months. Departure from the normal 7:30 a.m. to 4:30 p.m., five days per week schedule must be approved by the superintendent’s office or supervisor.

The superintendent must approve all hiring and wage requests. All new (Division I and II) full-time personnel hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new employee may earn steps for experience (responsibility determined to be similar) and/or education (i.e. AA=1 step, BA=2 steps). Employees will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Employees granted steps at hiring are limited to the same five total steps that can be earned before their salary is “locked in” and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GDBA-3(N) Support Staff Hiring Schedules Class II |
| | Policies and Regulations | |

.90 increase (4.8% x 90%)
.15 steps

Support Staff Hiring Schedules
Class II
2024-2025

GDBA-3 (N)
May 28, 2024

| Step | Licensed SLPA/ PTA/OTA | Class AAA | Class AA | Class A |
|------|------------------------------|--------------|----------|---------|
| 0 | \$36.23 | \$24.65 | \$20.13 | \$21.58 |
| 1 | \$36.44 | \$24.87 | \$20.33 | \$21.79 |
| 2 | \$36.63 | \$25.08 | \$20.53 | \$21.98 |
| 3 | \$36.84 | \$25.30 | \$20.73 | \$22.19 |
| 4 | \$37.03 | \$25.50 | \$20.93 | \$22.38 |
| 5 | \$37.24 | \$25.74 | \$21.13 | \$22.59 |

| Step | Class A1 | Class B | Class C | Class D |
|------|----------|---------|---------|---------|
| 0 | \$21.58 | \$20.97 | \$31.30 | \$22.63 |
| 1 | \$21.79 | \$21.17 | \$31.45 | \$22.78 |
| 2 | \$21.98 | \$21.38 | \$31.61 | \$22.94 |
| 3 | \$22.19 | \$21.57 | \$31.77 | \$23.10 |
| 4 | \$22.38 | \$21.78 | \$31.92 | \$23.25 |
| 5 | \$22.59 | \$21.97 | \$32.08 | \$23.41 |

LICENSED SLPA/PTA/OTA

One who assists licensed therapists with treatment plans in educational settings.

CLASS 'AAA'

One who spends the majority of his/her time working as an administrative assistant in the elementary or middle school building administrator's office, or in the business office on less than 260-day position.

CLASS 'AA'

One who spends the majority of his/her time working as a secretary in the counselor's office.

CLASS 'A'


One who spends the majority of his/her time working with students in a tutorial process.

CLASS 'A1'

One who spends the majority of his/her time performing library clerical duties and instructing students in library and computer searches.

CLASS 'B'

One who spends the majority of his/her time supervising playground, lunchroom, etc.

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: GDBA-3(N) Support Staff Hiring Schedules Class II |
| | Policies and Regulations | |

CLASS ‘C’

One who spends the majority of his/her time working as a preschool instructor and possesses a 2-year associates degree in early childhood education or child development.

CLASS ‘D’

One who spends the majority of his/her time working as a braillist and possesses a braillist certificate.

The superintendent must approve all hiring and wage requests. All new para educators hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The para educator may earn steps for experience (responsibility determined to be similar). New para educator will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Para educators granted steps at hiring are limited to the same five total steps that can be earned before their salary is “locked in” and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

This hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

PAID HOLIDAYS – LICENSED SLPA/PTA/OTA - Class II (9-month classified employees) – Veterans’ Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Day, Presidents Day, and Good Friday.

PAID HOLIDAYS/Class II/AAA (10-month) – Labor Day, Veterans’ Day, Native American Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Day, Presidents’ Day, and Good Friday.



Huron School District #2-2
Policies and Regulations

Code:
GDBA-5(N) Support Staff Hiring
Schedules
Food Service

.90 increase (4.8% x 90%)
.15 steps

Support Staff Hiring Schedules
Food Service
2024-2025

GDBA-5 (N)
May 28, 2024

| STEP | LEVEL I | LEVEL II | LEVEL III A | LEVEL III B | LEVEL IV A | LEVEL IV B |
|------|---------|----------|----------------|----------------|---------------|---------------|
| 0 | \$20.57 | \$20.91 | \$21.56 | \$21.88 | \$22.49 | \$22.95 |
| 1 | \$20.77 | \$21.10 | \$21.75 | \$22.09 | \$22.69 | \$23.14 |
| 2 | \$20.97 | \$21.31 | \$21.96 | \$22.30 | \$22.89 | \$23.35 |
| 3 | \$21.17 | \$21.50 | \$22.15 | \$22.49 | \$23.09 | \$23.54 |
| 4 | \$21.37 | \$21.70 | \$22.36 | \$22.69 | \$23.29 | \$23.74 |
| 5 | \$21.57 | \$21.91 | \$22.56 | \$22.89 | \$23.49 | \$23.94 |

The superintendent must approve all hiring and wage requests. All new Food Service Personnel hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new Food Service employee may earn steps for experience (responsibility determined to be similar). New Food Service Personnel will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Food Service Personnel granted steps at hiring are limited to the same five total steps that can be earned before their salary is “locked in” and becomes only eligible for cost of living raises.


Those food service employees who have been nationally certified and kept their national certification for a period of three years or more will be given a \$.15 per hour salary increase. If an employee fails to keep up his/her national certification, he/she will lose the increment and will have to complete another three years to earn it back.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

PAID HOLIDAYS:

CLASS II (9-month classified employees) Veterans’ Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Day, Presidents Day, Good Friday

| | | |
|---|-----------------------------------|---|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | GDBD-9(N) Support Staff Leaves & Absences (Personal Leave Day) |

Support Staff Leaves & Absences
(Personal Leave Day)


Classified personnel shall be granted two days of personal paid leave subject to the following conditions:

- a) The staff member must register with the activities director to work four events in a capacity assigned by the activities director's office.
- b) The class II classified employee shall submit his/her request for leave on a leave application form to their immediate supervisor for the supervisor's and superintendent's approval at least five (5) working days in advance of the anticipated absence. A copy of the leave form shall be filed with the immediate supervisor. In cases of an emergency, the employee shall make application as far in advance of the anticipated absence as is possible.

Short term leave may be granted prior to and following other vacations and holidays.

An applicant for leave under this policy need not state the reasons for which the leave is sought.

- c) Beginning with the 2019-2020 school year, class II classified employees will carry over – for one year – either or both of the two short-term leave days that have not been used. Carry-over days must be used in the following school year. Any class II classified employee who has not used the two days of his/her short term leave by the end of the following school year will be reimbursed for these days at the rate of \$160.00 per day. For employees working less than 8 hours per day, the \$160.00 will be prorated based on the employees regularly scheduled hours. An employee leaving the district will be paid for his/her unused short-term leave days at the conclusion of his/her final year of employment.
- d) If the employee works 4 to 6 hours per day, the employee will work two events for two days off.
- e) If the employee works over 6 hours per day, working four events will result in two days off.
- f) If the employee works less than 4 hours per day, he/she is not eligible for short term leave.
- g) Each staff member may work additional events/activities and receive the current rate of pay for those events/activities. (Staff member must fulfill the short term leave requirement before working events for pay.)

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | GDE Part-Time / Substitute Support Staff Employment |

PART-TIME/SUBSTITUTE SUPPORT STAFF EMPLOYMENT
Substitute Pay for Class I & Class II

Any employee who substitutes for another for an extended length of time, after the first five consecutive working days of the extended length of time, shall receive an increased rate of pay for the remainder of the absence, as defined by the guidelines set forth in the substitute wage letter. (See attached.)

| | | |
|---|-----------------------------------|--|
|  | Huron School District #2-2 | Code: |
| | Policies and Regulations | GDE Part-Time / Substitute Support Staff Employment |

Substitute Classified Wages 2024-2025

Substitute para-educators will be paid on Experience Step 0 of the Para-Educator “Hiring” Schedule. The hourly rate of pay is as follows:

| | |
|-----------------------|---------|
| Licensed SLPA/PTA/OTA | \$36.23 |
| Class AAA | \$24.65 |
| Class AA | \$20.13 |
| Class A | \$21.58 |
| Class A1 | \$21.58 |
| Class B | \$20.97 |
| Class C | \$31.30 |
| Class D | \$22.63 |

Substitutes for food service workers will be hired on the Level II Experience Step 0 of the Food Service ‘hiring’ schedule. The hourly rate of pay is \$20.04 per hour for the 2024-2025 school year. Substitutes will receive the same wage increase as regular food service employees in subsequent years of employment.

Substitute full-time personnel working in place of full-time personnel covered under the negotiated policy will be placed on Step 0 of the Full-Time Personnel “hiring” schedule. The hourly rate of pay is as follows:

| | |
|-----------------------------|---------|
| Division I/Office Personnel | \$25.79 |
|-----------------------------|---------|

All non-supervisory substitute custodians will be paid \$20.77 per hour.

Supervisory substitute custodians will be paid \$21.43 per hour.

Event Clean Up workers will be paid \$30.28 per hour.

Any classified personnel who currently works for the district and who substitutes for more than five consecutive days in another classified position in a higher pay category will receive a lateral move to the higher hourly pay category of the two, beginning on the sixth day.

Other Hourly Wage Rates for 2024-2025

| | 2023-2024 | 2024-2025 | |
|---|-----------|-----------|-------|
| Student Custodian | \$14.70 | \$15.41 | 4.80% |
| Summer Computer Help | \$14.26 | \$14.94 | 4.80% |
| Student worker | \$14.70 | \$15.41 | 4.80% |
| Interpreter | \$25.69 | \$26.92 | 4.80% |
| Student Interpreter | \$17.63 | \$18.48 | 4.80% |
| Buildings/Grounds/Bus Maintenance | \$19.94 | \$20.90 | 4.80% |
| Bus Ride Rate | \$19.19 | \$20.11 | 4.80% |
| High School Gift Program Teachers | \$31.19 | \$32.69 | 4.80% |
| High School Gift Program Coordinator | \$44.05 | \$46.16 | 4.80% |
| Concessions Manager | \$19.85 | \$20.80 | 4.80% |
| Concessions Workers - Beginner | \$14.76 | \$15.47 | 4.80% |
| Concessions Workers - With Experience | \$15.14 | \$15.87 | 4.80% |
| Concessions Student Workers - Beginner | \$13.98 | \$14.65 | 4.80% |
| Concessions Student Workers - With Experience | \$14.04 | \$14.71 | 4.80% |
| Event Clean Up | \$28.89 | \$30.28 | 4.80% |
| Summer Grounds/Paint Crew Leader | \$24.60 | \$25.78 | 4.80% |
| Summer Grounds/Paint Crew - Returning Member | \$22.13 | \$23.19 | 4.80% |
| Summer Grounds/Paint Crew - New Member | \$19.82 | \$20.77 | 4.80% |

The Rates Below are Set or Updated Through Negotiations and or Policy

| | | | |
|----------------------------------|---------|---------|---|
| Bus Driver Hourly | \$35.00 | \$35.00 | |
| Substitute Bus Driver | \$35.00 | \$35.00 | |
| Certified Tutor | \$26.67 | \$26.67 | Based on Substitute Teacher Rate of \$160 per day for a 6 hour day. |
| Non-certified Tutor | \$20.69 | \$21.98 | Based on Step 0 of Class A Para-Educator Hiring Schedule |
| Driver's Education Instructors | \$36.18 | \$37.92 | To begin May 2025 (Negotiated) |
| Curriculum Development | \$22.86 | \$22.86 | Negotiated - Policy IF |
| Staff Development | \$39.84 | \$41.56 | Negotiated - Policy GCL |
| Substitute Custodian | \$19.82 | \$20.77 | 4.80% |
| Substitute Supervisory Custodian | \$20.45 | \$21.43 | 4.80% |



Huron School District

Associated School Boards Property/Liability Fund
Renewal Proposal

Policy Period: July 1, 2024 - June 30, 2025

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Executive Summary

Thank you for giving us the opportunity to highlight the advantages of participating in the Associated School Boards Protective Trust (ASBPT) and Associated School Boards Property/Liability Fund. We strive to offer a cost-effective alternative to the commercial insurance market with higher limits and broader coverages.

Arthur J. Gallagher Risk Management Services, Inc. remains to be the broker of record and to service our account.

Each district's rate is based on claims experience with specific parameters in place. We feel this formula allows for a greater level of equity among member school districts and provides greater risk sharing among our member school districts.

ASB Property/Liability Fund's Broad Service Platform

We have created a broad, competitive program specifically with South Dakota School Districts in mind. Our services have continually evolved over our 30+ year history and are regularly enhanced based on direct feedback from our school leaders and our Property/Liability Advisory Committee that meets throughout the plan year.

ASB Property/Liability Fund's keeps business local to South Dakota

ASBPT recognizes the importance to keeping business local to South Dakota. *Associated School Boards of South Dakota*, the administrator of the Protective Trust is located in Pierre, SD. Our third-party claims administrator is *Claims Associates, Inc.* based in Sioux Falls and Rapid City, SD.

Risk Pool Protection

By being a member of ***ASB Property/Liability Fund*** you have the protection of being a member of a Governmental Risk Pool. Your district will share risk from catastrophic losses with over twenty other South Dakota school districts. The ***ASB Property/Liability Fund*** is built on serving only South Dakota school districts and their interests. We differ from commercial insurance carriers because we do not have a profit margin to meet. Any "profits" the property/liability fund earns over time stays with the fund to help offset future premium increases.

Our only goal is to provide comprehensive, stable, efficient and affordable insurance coverage to our member districts.

Professional Affiliations

Associated School Boards Protective Trust is a member, partner or sponsor with the following professional organizations:

- Association of Governmental Risk Pools (AGRIP)
- School Administrators of South Dakota (SASD)
- South Dakota Association of School Business Officials (SDASBO)
- South Dakota School Superintendents Association (SDSSA)
- South Dakota Council of School Attorneys (COSA)

We hope you see our coverages and policy limits are unmatched as well as our competitive premium. We also hope you notice our dedication to serving school districts and how this program is tailored directly to serving school districts and trying to mitigate any exposure to claims the district may have.

Thank you for the opportunity to allow the Protective Trust to serve you and to enjoy our affordable, comprehensive insurance program tailored solely for South Dakota School Districts.

Please do not hesitate to contact me with any and all questions on your ASB Property/Liability Fund proposal.

Holly Nagel
Chief Financial Officer/Director of Protective Trust Services
Associated School Boards of South Dakota
306 E. Capitol Ave. Ste 100, PO Box 1059
Pierre, SD 57501
605-773-2515
hnagel@asbsd.org

Service providers:

- Claims Associates, Inc.
 - Third-Party Claims Administrator
 - Appraisals and Roof Inspections

- Arthur J. Gallagher
 - Property/Liability & Workers' Compensation Broker
 - Responsible for placing coverage with reinsurers
 - Responsible for claims advocacy with reinsurers

- Reinsurance Carriers
 - Property
 - Travelers Insurance Company
 - Includes Boiler & Machinery Coverage
 - Liability
 - Great American Insurance Group

- Auto Physical Damage
 - Burlington Insurance Company

- Crime Carrier
 - National Union Fire Insurance Company of Pittsburg, PA (AIG)

- Milliman
 - Actuarial services

- Eide Bailly, LLP
 - Audit Firm

- Gallagher Bassett
 - Loss Control Specialists

Additional Property/Liability Program Benefit Enhancements

- The Protective Trust has a strong partner in Associated School Boards of South Dakota. Because of this we can offer very competitive and unique risk management opportunities that commercial carriers cannot match. That is why we offer the following benefits to members of ASB Property/Liability Fund:
 - 1 **FREE** registration to the School Law Seminar hosted annually by COSA.
 - 1 **FREE** registration to the Collective Bargaining Workshop hosted annually by ASBSD.
 - 1 **FREE** registration for your district's new superintendent to attend the Aspiring Superintendent Workshop sponsored by SASD.
 - 1 **FREE** registration for your district's business manager to attend the Debit/Credit Workshop sponsored by SDASBO.
- Boiler Inspections
 - Inspections are scheduled on behalf of school districts and performed by Mutual Boiler Re a member of the FM Global Group.
- Roof Inspections
 - Claims Associates is contracted to provide inspections and the reports for school districts assists them in planning and budgeting for future capital outlay projects based on the remaining life expectancy of their roofs. This is provided at no charge.
- Building Appraisals and Values
 - Participating members receive, on a seven-year cycle, an updated appraisal and value of their buildings at no charge.
 - ASBPT Property/Liability Fund **does not** have a property co-insurance provision, that means if the district has an insured building valued at \$15,000,000 and a covered peril completely destroys the building, the district will get the full \$15,000,000 to replace that building. Co-insurance is a penalty the standard markets imposes upon insureds when they do not agree with the insurable values declared against actual replacement cost valuation at time of loss. In the event of a co-insurance penalty being applied to a non-ASBPT Property/Liability Fund district, that district may not receive the full amount necessary to repair or replace their buildings even in the event of a partial loss.
 - Further, to protect the financial interests of members, ASBPT property program affords a 125% Margin Clause; if an insured building at \$15,000,000 is completely destroyed, the district will get up to an additional 125% of the reported building value up to \$18,750,000 at replacement cost. Thus, the 125% Margin Clause automatically increases the reported building value by an additional 25% as a cushion in the event the building is deemed to be undervalued due to inflation or otherwise at time of loss.

Property, Inland Marine, Auto Physical Damage and Equipment Breakdown

Coverages and Limits:

| Description | Limit (Per Occurrence unless otherwise noted regardless of the number of members involved) |
|--|---|
| Loss Limit Of Insurance (Including Building And Contents) | \$300,000,000 |
| Extra Expense | \$10,000,000 |
| Business Income (Excluding Payroll) | \$5,000,000 |
| Flood – Annual Aggregate, All Members Combined | \$25,000,000 |
| Earthquake – Annual Aggregate, All Members Combined | \$35,000,000 |
| Contractors Equipment: -Contractors Equipment -Newly Acquired – 90 Days -Rental Expense | Actual Cash Value \$5,000,000 \$1,000,000 \$100,000 |
| Auto Physical Damage: -While At Insured Premises -While Over The Road -Newly Acquired – 90 Days | Actual Cash Value \$5,000,000 \$5,000,000 \$1,000,000 |
| Accounts Receivable | \$5,000,000 |
| Brands And Labels | Included in the Limit of Insurance applicable to Business Personal Property – Stock |
| Building Glass Repairs | Included in the Building Limit of Insurance |
| Business Travel Including Sales Representatives Samples | \$100,000 |
| Claim Expenses | \$500,000 |
| Contract Penalties | \$100,000 |
| Debris Removal | 25% |
| Expediting Expenses | \$1,000,000 |
| Fine Arts | \$2,500,000 |
| Fire Department Service Charge | \$100,000 |

| | |
|---|---|
| Fire Device Recharge | \$250,000 |
| "Fungus", Wet Rot, Dry Rot, Bacteria and Virus-Limited Coverage | \$50,000 Any One Occurrence \$250,000 Any One "Policy Year" |
| Installment Or Deferred Sales | \$100,000 |
| Loss Of Mastery Key | \$100,000 |
| New Construction At "Scheduled Premises" (Frame Excluded) | \$10,000,000, 90 days |
| Newly Acquired Property-Buildings | \$10,000,000, 180 days |
| Newly Acquired Property-Business Personal Property | \$10,000,000, 180 days |
| Non-Owned Detached Trailers | \$100,000 |
| Ordinance Or Law Coverage (Value Of The Undamaged Building) | Included in Building Limit of insurance |
| Ordinance Or Law Coverage (Demolition & Increased Cost Of Construction) | \$10,000,000 Building Property |
| Outdoor Trees, Shrubs, Sod, Plants and Lawns | \$2,500,000 |
| Pairs And Sets | Included in the Limit of Insurance applicable to Business Personal Property – Stock |
| Pollutants And Contaminants Cleanup | \$250,000 in any one "Policy Year" |
| Preservation Of Property | 180 days |
| Protection of Property | \$250,000 |
| Reward Coverage | \$100,000 |
| Sewer And Drain Backup | Included in the Limit of Insurance |
| Transit | \$500,000 |
| Transition To Replacement Premises | Included within the Limit of Insurance applicable to the Covered Property that is moved |
| Unnamed Premises: At All Unnamed Premises-Building | \$2,500,000 |
| Unnamed Premises: At All Unnamed Premises-BPP | \$1,000,000 |
| Utility Service Interruption | \$1,000,000 |

| | |
|--|--|
| Valuable Papers | \$1,000,000 |
| Water Damage Building Tear Out And Repair | Included in Building Limit of Insurance |
| Water Seepage | \$100,000 |
| Wind Blown Debris | \$2,500 |
| Additional Covered Property | Included |
| Animals | \$25,000 |
| Athletic Uniforms, Band Uniforms, And Theatre Costumes | Included in BPP |
| Business Income From Auxiliary Operations | \$25,000 |
| Personal Effects of Others | \$100,000 subject to \$5,000 Per Person |
| Faculty Personal Effects | Included In Personal Effects of Others |
| Musical Instruments | Included in BPP |
| Personal Effects Of Students | Included In Personal Effects of Others |
| Green Choice | \$100,000 |
| Green Alternatives-Increased Period of Restoration | 30 Days |
| Business Income Coverage Form | |
| Business Travel | Included in Business Income Limit of Insurance |
| Civil Authority (72 Hour Waiting Period Applies) | 30 days |
| Dependent Properties Including Worldwide Coverage Territory (72 Hour Waiting Period Applies) | \$100,000 From All Dependent Properties |
| Extended Income | 180 Days |
| "Fungus", Wet Rot, Dry Rot, Bacteria And Virus Limited Coverage | Actual Loss Sustained for 30 Days |
| Ingress And Egress (24 Hour Waiting Period Applies) | 30 Days |
| Ordinance And Law Coverage (Increased Period Of Restoration) | \$250,000 Business Income Limit |
| Pollutants And Contaminants Cleanup | \$250,000 In any one "Policy Year" |

| | |
|--|---|
| Sewer And Drain Backup | Included in Business Income Limit |
| Transit | \$500,000 |
| Utility Service Interruption (48 Hour Waiting Period Applies) | \$1,000,000 |
| Web Site And Internet Services (12 Hour Waiting Period Applies) | \$100,000 |
| Green Alternatives-Increased Period Of Restoration | 30 days |
| Extra Expense Coverage Form | |
| Civil Authority | 30 Days |
| Dependent Properties Including Worldwide Coverage Territory | \$100,000 From All Dependent Properties |
| "Fungus", Wet Rot, Dry Rot, Bacteria And Virus Limited Coverage | Actual Loss Incurred for 30 Days |
| Ingress And Egress | 30 Days |
| Ordinance Or Law Coverage (Increased Period Of Restoration) | \$250,000 |
| Pollutants And Contaminants Cleanup | \$250,000 In any one "Policy Year" |
| Transit | \$500,000 |
| Utility Service Interruption | \$1,000,000 |
| Website And Internet Services | \$100,000 |
| Equipment Breakdown Coverage Form (Boiler & Machinery). Please note Boiler inspections are scheduled on behalf of districts | |
| Equipment Breakdown Limit Of Insurance | \$100,000,000 |
| CFC Refrigerants | Included in the Equipment Breakdown Limit |
| Hazardous Substances | \$5,000,000 |
| Spoilage | \$1,000,000 |
| Expedition Expenses | \$1,000,000 |
| Builder's Risk Form-In Any One Occurrence | |
| At All Locations | \$10,000,000 |

| | |
|--|-----------|
| At a Temporary Storage Location Site | \$100,000 |
| Builder's Risk Property While in Transit | \$100,000 |

Member Deductibles

- **Member Property:** \$5,000
- **Member Auto Physical Damage:** \$5,000
- **Member Equipment Breakdown (B&M):** \$1,000
- **Wind/Hail:** \$20,000

Policy Exclusions

- Standard exclusions apply please see policy for details

Crime Policy

Coverages and Limits:

| Description | Limit | Deductible |
|--|-------------------------|------------|
| Employee Theft-Per Loss Coverage | \$1,000,000 | \$1,000 |
| Forgery or Alteration | \$1,000,000 | \$1,000 |
| Inside the Premises – Theft of Money and Securities | \$1,000,000 | \$1,000 |
| Inside the Premises-Robbery, Safe Burglary-Other Property | \$1,000,000 | \$1,000 |
| Outside the Premises | \$1,000,000 | \$1,000 |
| Computer Fraud | \$1,000,000 | \$1,000 |
| Funds Transfer Fraud | \$1,000,000 | \$1,000 |
| Money Orders & Counterfeit Money | \$1,000,000 | \$1,000 |
| Faithful Performance Of Duty Coverage For Government Employees | \$1,000,000 Per Loss | \$1,000 |
| Impersonation Fraud Coverage | \$100,000 | \$25,000 |

Endorsements

- South Dakota Changes
- Economic Sanctions Endorsement
- Notice of Claim (Reporting By E-Mail)
- Protected Information Exclusion
- Indirect Or Consequential Loss Exclusion
- Add Credit, Debit Or Charge Card Forgery - \$1,000,000/Includes
- Add Faithful Performance Of Duty Coverage For Government Employees - \$1,000,000 Per Loss
- Bonded Employees Exclusion Deleted
- Employee Post Termination Coverage - 90 Days
- Prior Theft Or Dishonesty - \$10,000
- Additional Named Insured
- Include Treasurer Or Tax Collectors As Employees - Any tax collector or treasurer of any of those named as insured
- Include Specified Non-Compensated Officers As Employees - Any elected or appointed officials
- Impersonation Fraud Coverage - \$100,000 Sub-Limit With \$25,000 Deductible
- Blanket Loss Payee
- Include Volunteer Workers Other Than Fund Solicitors As Employees
- Forms Index Endorsement
- Include Volunteer Workers As Employees

- Include students as employees
- Include Designated Persons as Classes of Persons as Employees – Any board member of any of those named insured
- Retro Date Endorsement – \$200,000 going Backwards and \$1,000,000 going forward

Policy Exclusions

- Standard exclusions apply please see policy for details

Member Deductible

Member Crime Deductible: \$1,000

General Liability (Coverage A)

Coverages and Limits:

| Coverage | Limit (Per Occurrence Unless Otherwise Noted) |
|---|---|
| General Liability Aggregate Limit Per Year | Unlimited |
| Limits of Liability, Each Occurrence | \$5,000,000 |
| Premises/Operations | \$5,000,000 |
| Products/Completed Operations | \$5,000,000 |
| Personal & Advertising Injury | \$5,000,000 |
| Fire Damage Legal Liability-Any One Fire | \$5,000,000 |
| Legal Defense Costs | Defense Costs In Addition To Limit Of Liability |
| Contractual Liability-As Defined (Tort) | Included |
| Host Liquor Liability | Included |
| Professional Health Care Services Liability | Miscellaneous Medical Malpractice - School Nurses, Student Nurses, Counselors, and Allied Health Professionals for claims from third parties arising out of the scope of their duties |
| Non-Owned Watercraft Coverage | Yes, 26 feet or less |
| Pollution Liability | Limited Coverage |
| Covered Parties | Trustees, Elected or Appointed Board Members, Employees, Student Teachers, Teaching Assistants, and Volunteers |

Member Deductibles

Member General Liability: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

School Board Legal Liability and Employment Practices Liability (Coverage B)

Coverages and Limits:

| Coverage | Limit (Each Claim/Aggregate Unless Otherwise Noted) |
|---------------------------------|---|
| School Board Errors & Omissions | \$5,000,000 |
| Employee Benefit Liability | \$5,000,000 |
| Corporal Punishment | \$5,000,000 |
| Employment Practices | \$5,000,000 |
| Sexual Molestation | \$5,000,000 |

School Board Legal Member Deductibles

School Board Legal Liability Claims: \$10,000

Defense Only Claims: \$5,000

Employee Benefits Liability Claims: \$0

Employment Related Practice Member Deductibles

Employment Related Practices Liability Claims: \$10,000

Policy Exclusions

- Standard exclusions apply please see policy for details

Defense Only Coverage (Coverage B)

Coverages and Limits:

| Coverage | Limit (Each Claim/Aggregate Unless Otherwise Noted) |
|-------------------------------------|---|
| Defense Only | \$10,000 |
| Individualized Education Plan (IEP) | \$10,000 |

Defense Only Coverage includes:

- **Defense Costs** arising out of an allegation of unlawful corporal punishment; except that such coverage shall cease immediately for any **Covered Party** or **Covered Person** against whom such acts are established in fact;
- **Defense Costs** arising out of or in connection with any alleged violation of the Employee Retirement Income Security Act of 1974, and related regulations, or similar provisions of any statutory or common law;
- **Defense Costs** arising out of or in connection with allegations of discrimination against students because of race or national origin, including **Claims** brought by governmental agencies;
- **Defense Costs** arising out of or in connection with any **Claim** alleging negligent supervision, negligent employment, negligent investigation, negligent reporting or failure to report to the proper authorities by the **Covered Party** when such allegation is alleged to have resulted in or contributed to **Bodily Injury**, abused or **Sexual Molestation**;
- **Defense Costs** arising out of **Wrongful Employment Practices** allegations provided that coverage applies only to **Claims** first made against the **Covered Party** while this policy Coverage Agreement is in effect and shall not include any amount of back wages, salaries, employee benefits, or other forms of compensation due;
- **Defense Costs** for defense of groundless, false or fraudulent **Claims** up to the limit of \$10,000;
- The obligation or duty to defend or pay for the costs, expenses and attorney fees of defense where the **Claim** alleges dishonest, fraudulent, or criminal acts of the **Covered Party** shall cease immediately for any **Covered Party** against whom such dishonest, fraudulent, or criminal acts are established in fact;

This cost of defense coverage is an entirely different coverage from defense costs related to other claim types triggered by legal lawsuits. This coverage is triggered when there is an EEOC, OCR, or IEP administrative hearing brought against the district. This type of coverage is mostly unique to ASB Property/Liability Fund.

Member Deductible

Defense Only: \$5,000

IEP Defense: \$5,000

Automobile Liability

Coverages and Limits:

| Coverage | Limit (Each Accident Unless Otherwise Noted) |
|--|--|
| Liability, Combined Single Limit | \$5,000,000 |
| Uninsured Motorists Coverage (UM), Each Accident | \$50,000/\$1,000,000 |
| Underinsured Motorists Coverage (UIM), Each Accident | \$50,000/\$1,000,000 |
| Liability coverage For Owned Vehicles | \$5,000,000 |
| Liability Coverage For Hired And Non-Owned Vehicles | \$5,000,000 |
| Garage Liability-Automotive Repair And Technology Programs | \$5,000,000 |
| Medical Payments | \$2,000 Any One Person/\$25,000 Aggregate Any One Accident |

Member Deductibles

Auto LIABILITY Member Deductible: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

Quick Summary of Coverages, Deductibles, and Policy Limits

| | Deductible | Limit |
|--|------------|--|
| Building & Contents-Per Occurrence | \$5,000 | \$300,000,000 Replacement Cost and No Coinsurance Provision |
| Wind/Hail | \$20,000 | \$300,000,000 |
| Auto Physical Damage-Per Occurrence | \$5,000 | Actual Cash Value |
| Boiler & Machinery (Equipment Breakdown)-Per Occurrence | \$1,000 | \$100,000,000 |
| Crime | \$1,000 | \$1,000,000 |
| General Liability-Each Occurrence/(unlimited aggregate) | \$0 | \$5,000,000 |
| Primary School Board Legal Liability (E&O and Employment Practices)-each claim/aggregate | \$10,000 | \$5,000,000; except \$5,000,000 for sexual molestation |
| ▪ Defense Only Claim | \$5,000 | \$10,000 |
| ▪ School Board Legal Liability Claims | \$10,000 | \$5,000,000 |
| Professional Health Care Services Liability | \$0 | \$5,000,000 |
| Auto Liability Coverage-Each Accident | \$0 | \$5,000,000 |

Special Notices

- Please note the general liability difference as it will differ from most general liability policies
- We have a \$5,000,000 limit per occurrence and an **unlimited aggregate for Coverage A**. You can have numerous liability claims reach the \$5,000,000 limit in a policy year and have an unlimited aggregate
- We have a wind/hail deductible of \$10,000/\$20,000. TIV below \$25,000,000 will be \$10,000 and TIV above \$25,000,000 will be \$20,000

Additional Member Options

We can offer our clients **excess limit options** for General Liability and Primary School Board Legal Liability. Below is a sample pricing matrix for your consideration based on Student Count of the District. Please note that additional limits are subject to no claims over \$100,000 and additional underwriting. Exceptions may be considered for a member that has a claim in excess of \$100,000.

| Student Count of District | Premium per million of Excess Limits |
|---------------------------|--------------------------------------|
| 1—2,500* | \$1,000 |
| 2,500-5,000* | \$1,500 |
| 5,000+ | Refer to ASBSD |

Premium Summary: ASBPT – Property Liability Fund

Huron School District

Due Date: July 20, 2024

| Description | 2024-2025 Renewal Premium |
|-------------------------|------------------------------|
| 2023/2024 | \$125,088,926.00 |
| 2024/2025 | \$219,421,543.00 |
| TIV Increase/(Decrease) | \$94,332,617.00 |
| | |
| Excess Insurance | \$421,305.00 |
| Loss Fund Contribution | \$171,411.00 |
| Other Expenses | \$100,832.00 |
| | |
| Property Premium | \$526,906.00 |
| Liability Premium | \$166,642.00 |
| | |
| Premium Grand Total | \$693,548.00 |

Cyber Coverage is not included in pricing.

Please make check payable to:

ASB Property Liability Fund

PO Box 1059

Pierre, SD 57501

Please do not include other payments in this check such as health, workers' compensation or any ASBSD functions.

Current Participating Members

| ASB Property/Liability Fund 2023-2024 | |
|---------------------------------------|--------------------------------------|
| Belle Fourche School District | Lemmon School District |
| Bennett County School District | Lyman School District |
| Big Stone City School District | New Underwood School District |
| Bison School District | Northwest Area Ed Coop |
| Colome Consolidated School District | Northwestern Area School District |
| Cornbelt Educational Cooperative | Oelrichs School District |
| Dupree School District | Oglala Lakota County School District |
| Edgemont School District | Smee School District |
| Faith School District | Stanley County School District |
| Frederick Area School District | Tripp-Delmont School District |
| Huron School District | Wessington Springs School District |
| Kadoka Area School District | |
| | |

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
PROPERTY & LIABILITY
ADOPTION AND RENEWAL MOTION

BE IT HEREBY MOVED AND RESOLVED by the Huron School District School Board of the Huron School District, acting pursuant to SDCL 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the ASB Property and Liability Trust Fund Participation Agreement, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that actions taken under prior versions of the Protective Trust Joint Powers Agreement and Bylaws and the ASB Property and Liability Trust Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and approved at the time of its adoption.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present ASB Property and Liability Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing the obligations arising under the Property and Liability Fund shall be submitted to the Board for approval prior to execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Property and Liability Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2024, to 12 midnight CST, June 30, 2025. The contribution required for such coverage is outlined in the ASB Property and Liability Fund renewal packet.

TOTAL CONTRIBUTION FOR ALL COVERAGES, INCLUDING LOSS FUND, ADMINISTRATIVE FEES, LOSS CONTROL, AND LOCAL AGENT COMMISSIONS, IF APPLICABLE, UNDER THE PROPERTY AND LIABILITY FUND PARTICIPATION AGREEMENT IS \$693,548.00

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Board pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this _____ day of _____, 2024, at _____, South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the School Board in open session at a regularly-called meeting on the _____ day of _____, 2024.

Business Manager

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
PROPERTY AND LIABILITY FUND
PARTICIPATION AGREEMENT

WHEREAS, the Huron School District (hereinafter "DISTRICT," "MEMBER," or "EMPLOYER") has, by resolution of its duly-elected school board, adopted the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS;

WHEREAS, the DISTRICT is desirous of receiving property and liability coverage as provided in this Agreement and the benefit of coverage under contracts of reinsurance secured by the ASB Protective Trust (hereinafter "TRUST") for all MEMBER DISTRICTS, their officers and employees; and

WHEREAS, the ASB PROTECTIVE TRUST PROPERTY AND LIABILITY FUND exists for the purpose of providing property and liability coverage for MEMBER DISTRICTS, their officers and employees;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property and liability, and worker's compensation coverage for school districts and their officers and employees in South Dakota.
- 1.3. Covered Party -- The DISTRICT identified herein, its officers, its school board, its elected school board members, and its employees while acting within the scope of their employment.
- 1.4. Employee -- Any full-time, part-time, or temporary individual, whether compensated or not, who provides or provided services authorized by the DISTRICT at the direction and control of the DISTRICT or its authorized agent. The term does not include independent contractors or an independent contractor's officers, employees, and agents.
- 1.5. Excess Coverage -- Additional coverage limits, also known as "umbrella coverage," providing identified amounts of liability coverage as specified in a written endorsement signed by both parties to this Agreement.
- 1.6. Claims Administrator -- Claims Associates Inc, P.O. Box 1898, Sioux Falls, SD 57101, Telephone (605) 333-9810, FAX (605) 333-9835.
- 1.7. Trust Administrator -- Associated School Boards of South Dakota, P.O. Box 1059, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.
- 1.8. Master Contract -- Any "stop loss," "reinsurance," "insurance contract," "excess coverage contract," "endorsement," or other indemnification agreement approved by the ASB Protective Trust Board of Trustees (hereinafter "Trust Board") providing coverage for all or part of the liability identified herein.

1.9. Occurrence -- Occurrence shall bear the same meaning as the word carries under the applicable Master Contract, depending upon whether the claim arises under property coverage, liability coverage, or errors and omissions coverage.

1.10. Settlement Amount -- An amount expressed in dollars for which a claimant is willing to settle a claim.

SECTION II COVERAGE

In consideration of timely payment of the MEMBER'S contribution, as described in this Participation Agreement, the TRUST agrees:

2.1. The TRUST will pay promptly, when due, those sums that the MEMBER becomes legally obligated to pay as damages, **other than punitive or exemplary damages**, because of personal injuries or property damage caused by an occurrence **as defined and limited by the applicable Master Contract** which defines coverage and this Participation Agreement. Copies of the applicable Master Contracts are available to all participating MEMBERS at the office of the Trust Administrator.

2.2. The TRUST will defend any proceeding against the MEMBER seeking damages on account of personal injuries, property damage, or errors and omissions, and will defend any such suit against the MEMBER alleging damages or injuries, within the scope of coverage of the Master Contract, even though such proceeding or suit is determined to be groundless, false, or fraudulent. The TRUST may make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate and expedient. Should the MEMBER'S governing board refuse to approve such settlement, such MEMBER will be solely and individually liable for any amount ultimately awarded, including defense, costs in excess of the settlement amount, as a result of such claim, and such MEMBER shall indemnify and hold the TRUST harmless for any such amount in excess of the Settlement Amount.

2.3. The TRUST will pay all expenses incurred by the TRUST, all costs taxed against a MEMBER in a proceeding or suit, and all interest accruing after entry of judgment, until the TRUST has paid, tendered payment, or deposited in the court all or part of such judgment that does not exceed the limits of liability established herein. This obligation is subject to the limitation of Section 2.1 and 2.2, and 2.4.a.

2.4.a. Benefits payable by the TRUST pursuant to this Participation Agreement apply only to property losses and liability arising under automobile and personal injury liability, including errors and omissions, within the scope of coverage as defined in the applicable Master Contract.

2.4.b. **Errors and omissions coverage is on a claims made basis.** Suits filed and losses reported within the scope of errors and omissions coverage to the TRUST during the coverage period by a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 and received from the MEMBER by the TRUST within fifteen days of knowledge of the injury and prior to expiration of coverage under this Agreement, constitutes a claim made under this Agreement.

2.5. Any change in classification, rates, or rating plans that is or becomes applicable to any coverage under this Participation Agreement as a result of a change in any law regulating such coverage or because of any amendment affecting the benefits provided by the Participation Agreement shall commence upon the effective date thereof. Each MEMBER shall maintain records of all information necessary for contribution computation and shall provide such information to the TRUST at any time during or after the benefit period as the TRUST may direct.

SECTION III EXCLUSIONS

- 3.1.a. Exclusions from coverage shall be as provided in this Participation Agreement or the applicable Master Contracts.
- 3.1.b. In order to determine the extent of any exclusion, MEMBER must review the current Master Contract.
- 3.2. No coverage is provided under this Participation Agreement or any Master Contract for any use of the school grounds, buildings, facilities, vehicles, or busses granted by a school board pursuant to SDCL 13-24-20 or as may be amended.
- 3.3. In the event a court of competent jurisdiction were to finally conclude that SDCL 13-24-20 is unconstitutional and void, Section 3.2 shall be without effect and, in that event, coverage, if any, shall be as provided in the applicable Master Contract.

SECTION IV TRUST OBLIGATIONS

The Trust Administrator shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board and shall include the following authority and obligations, including but not limited to:

- 4.1. Day-to-day member communications.
- 4.2. Board and committee management, meeting management, communication and reporting.
- 4.3. Management of pool documents in accordance with pool record retention requirements (bylaws, board policies, meeting minutes, insurance policies, MOC's membership lists, member communications).
- 4.4. Reviewing and approving certificates of insurance (both incoming and outgoing).
- 4.5. Contract review.
- 4.6. Loss control services, training and advice.
- 4.7. Member services (newsletters, annual reports, education and marketing material, web site, etc.).
- 4.8. Marketing to potential new members (as determined by board policy).
- 4.9. Budget process management and communication.
- 4.10. Financial management and reporting.
- 4.11. Communication with and documentation for regulators.

- 4.12. Coordination of the annual financial audit and annual or semi-annual actuarial studies.
- 4.13. Claims management.
- 4.14. Claims review and litigation management.
- 4.15. Management of external service providers such as the auditor, actuary, broker, TPA and any outsourced services.
- 4.16. Monitor and address emerging risks and exposures to pool and members.
- 4.17. Technology solutions for pool operations and member communications and service.
- 4.18. Answers to coverage questions with input from insurers or reinsurers as appropriate.
- 4.19. Consulting – loss control, claims reviews, ERM, new services/coverages, staffing model.
- 4.20. Strategic/Succession planning.
- 4.21. Providing such reports and documentation as required by any Master Contract.
- 4.22. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.23. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.24. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.25. Developing programs for TRUST expansion.
- 4.26. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.27. Evaluation and establishment of reserves for claims.
- 4.28. Investigation and adjusting of claims.
- 4.29. Auditing claim losses and expenses incurred prior to making final payment.
- 4.30. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.
- 4.31. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.

- 4.32. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.33. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.34. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- 4.35. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.36. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.
- 4.37. Determining proposed distributions to MEMBERS of excess reserves, if any, based upon the Fund's performance or such criteria as may be established subject to approval and adoption by the TRUST.
- 4.38. Retaining and authorizing outside legal and financial assistance.
- 4.39. Costs for administrative services provided to MEMBER DISTRICTS will be in an amount not to exceed eight percent (8%) of annualized contribution earned and to include local agent fees if any.
- 4.40. Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board.

SECTION V MISCELLANEOUS

- 5.1. Coverage Cost. The coverage year shall run from July 1 through June 30 of each year. At least sixty (60) days prior to the end of the coverage year, the Trust Administrator shall calculate and determine each MEMBER'S contribution for the ensuing year and shall notify each MEMBER of said amount. General rating policies may be established by the Trust Board to determine contributions for new MEMBERS. Thereafter, each MEMBER'S loss/claim experience, any other cost associated with coverage's or services to that MEMBER, as well as the total TRUST experience, will be used to establish each MEMBER'S individual contribution.
- 5.2. Contribution. Each MEMBER'S contribution to the TRUST for a coverage year shall be the amount established by the Trust Administrator and provided to the MEMBER upon invoice. This contribution is subject to assessment in the manner provided in the Trust Bylaws. Membership shall be for one (1) year on an annual basis, provided however, that a new MEMBER may join on a prorated basis for any coverage year at a contribution level established by the Trust Administrator.
- 5.3. New Member. Upon admission, a NEW MEMBER shall be required to maintain membership in the TRUST for a minimum period of three (3) consecutive years, unless the TRUST is terminated prior to the expiration of such period. Any NEW MEMBER that joins the TRUST after July 1, but before January 1 of the

Fiscal Year, shall be allowed to apply that time in the TRUST toward the first year of their three (3) year initial commitment. Any NEW MEMBER that joins the TRUST between January 1 and June 30 of the Fiscal Year may not apply that time in the TRUST for the first year of the three (3) year initial commitment. A NEW MEMBER who fails to maintain membership in the TRUST for a minimum of three (3) consecutive years as set forth in this section shall pay to the TRUST, within thirty (30) days of TRUST membership termination, and amount equal to contribution applicable to the years of membership remaining in the TRUST.

5.4. Membership. Membership in the TRUST is subject to approval by the Trust Board and is subject to the provisions of the Trust Bylaws.

SECTION VI WRITTEN NOTICE AND TERMINATION

6.1. A MEMBER must provide board approved written notice of its intention of receiving bids or quotes for a subsequent coverage year, **no later than December 1 of any coverage year**. Once written notice is given by the MEMBER, the member will be considered a new add and shall require ASBPT board approval to rejoin the pool. Failure of a MEMBER to provide board approved written notice to obtain bids/quotes by **December 1** and of its decision not to renew coverage for a subsequent coverage year **no later than June 1 of any coverage year** shall constitute a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date. A MEMBER that provides written notice of its intention to seek bids/quotes and then stays with the TRUST is not allowed to submit notice for bids/quote for another 36 months. If a MEMBER provides written notice of its intention to seek bids/quotes and then stays with the TRUST, and then within the next 24 months submits notice for bids/quotes, the MEMBER's participation in the Trust shall terminate at the end of the coverage year then in effect and the MEMBER shall pay to the TRUST, as liquidated damages pursuant to SDCL 53-9-5, an amount equal to contribution applicable to the months of membership remaining in the TRUST. A MEMBER that provides written notice of its decision not to renew coverage and leaves the TRUST, or whose membership is terminated as set forth in this section, is not allowed to rejoin the TRUST for the consecutive 24 months.

6.2. A MEMBER may be terminated from membership as set forth in the Trust Bylaws. In addition, failure or refusal of a MEMBER to cooperate, participate, and assist in the defense of a claim or proceeding against the MEMBER shall constitute grounds for termination of membership, subject to review by the Trust Board. Failure to cooperate, participate, and assist in the defense of any claim shall also void coverage if such failure to cooperate is not rectified upon written notice.

SECTION VII ENTIRE AGREEMENT

7.1. This Participation Agreement, together with the Trust Bylaws and the applicable Master Contracts, constitute the entire agreement between the parties and may not be changed or altered, except in writing approved by the MEMBER and the Trust.

7.2. This Participation Agreement shall be construed under the laws of the State of South Dakota, not including the conflict of law's provisions as enunciated by the South Dakota Supreme Court or enacted by the Legislature.

SECTION VIII
MEMBERS' OBLIGATIONS

Each MEMBER agrees to be bound by all of the terms of the Trust Bylaws, as amended from time to time, and to abide by the rules, regulations, and policies promulgated by the Trust Board for administration of the TRUST. In addition, each MEMBER shall:

8.1. Each MEMBER remains solely and individually responsible for all decisions concerning its safety programs and practices, and may not rely upon the evaluation of TRUST agents, if any, in making final decisions concerning the MEMBER'S safety programs and risk management practices.

8.2. If any claim or suit is made or other proceeding is brought against the MEMBER, the MEMBER shall within fifteen (15) days, transmit to the Trust Administrator **and** the Claims Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the Trust Administrator or the Claims Administrator to process such proceeding, claim, or suit. **Failure of the MEMBER to provide a copy of any summons and complaint received by the MEMBER within fifteen (15) days of service thereof, or within fifteen (15) days of admitting service thereto, shall void coverage under this Participation Agreement and any Master Contract.**

8.3. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of suits, hearings, or proceedings. The MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency first aid, unless such expenditures shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

8.4. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws. **Failure to make timely payment of a contribution voids coverage under this Participation Agreement.**

8.5. The MEMBER does hereby appoint the TRUST as agent to act on the MEMBER'S behalf to file reports, confess judgment, or to arrange for payment of claims, medical expenses, and other costs, and to do all things required or necessary insofar as they affect the MEMBER'S liability, subject to Section 2.2 herein. The MEMBER hereby appoints the attorney designated by the Executive Director of the ASBSD or his designee to represent the MEMBER in any proceeding for which a defense is afforded.

8.6. The MEMBER agrees that upon payment of any loss or the incurring of any expense by the TRUST under this Participation Agreement, the TRUST is fully subrogated to the extent of all such payment to all rights of the MEMBER against any person or other entity which is or may be legally responsible for such damages or losses. The MEMBER agrees to execute a specific subrogation agreement as necessary, and to render all reasonable assistance, other than pecuniary assistance, to affect recovery under the rights of subrogation transferred herein and shall refrain from any act or omission which will likely impair such right of subrogation.

8.7. The Trust Board, its designee, the Claims Administrator, or the Trust Administrator, and any of their agents, servants, employees, or attorneys are permitted at all reasonable times to inspect the MEMBER'S workplaces, plants, works, machinery, buildings, records, and appliances relating in any manner to the subject of this Participation Agreement, and shall be permitted, within three (3) years following any claim, to inspect any contract, document, or other record which shows or would tend to show or verify contributions which are

payable or were paid to the TRUST. So long as a claim is pending against a MEMBER and being defended by the Trust, the obligation to cooperate and assist in the defense shall remain in force regardless of whether membership continues.

SECTION IX
MAXIMUM COVERAGE LIMITATIONS

9.1 See the renewal proposal for a summary of coverage limitations and subsequent binders and policies in Exhibit A.

SECTION X
CONTRIBUTION AND TERM OF COVERAGE

The contribution payable for coverage under this Participation Agreement is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, if duly executed by an authorized representative of the TRUST and approved by the MEMBER'S governing board. Coverage is on an annual basis or such shorter period of time as specifically identified in said Adoption and Renewal Motion. Coverage shall be deemed continuing unless terminated as provided herein.

IN WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the Property Liability Fund as indicated below.

Huron School District

School Superintendent

Date

I HEREBY CERTIFY that the School Board has, by motion duly passed in open session, authorized the execution of this Participation Agreement on behalf of the District.

Business Manager

Date