

**Mission:** *To develop lifelong learners through effective teaching in a safe and caring environment.*

**Vision:** *Educational excellence for every child – setting the standard others aim for.*

#### AGENDA

#### BOARD OF EDUCATION – SPECIAL MEETING

Instructional Planning Center/Huron Arena

May 23, 2016

5:30 p.m.

1. Call to order
2. Pledge of Allegiance
3. Swear in John Halbkat as Appointed Board Member
4. Roll Call
5. Adoption of the Agenda
6. Dates to Remember

May 24	Athletic Awards Program 7:00 P.M. HHS Auditorium
May 25	Baccalaureate 8:00 P.M. Huron Arena
May 26	8 <sup>th</sup> Grade Promotion 7:00 P.M. HHS Auditorium
May 27	Last Day of Classes / Early Release
May 29	Graduation 2:00 P.M. Huron Arena
May 30	Memorial Day Holiday
May 31	Teacher Checkout
June 13	School Board Meeting 5:30 p.m. – IPC
June 13	School Board Administrators Work Session-Goals Reporting 6:30 – 8:30 – Light Meal will be served
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June 6 – June 30	ESL Summer School Program – Monday – Thursday 8:00 – 1:00
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<b>June 6 – June 30</b>	<b><u>HURON MIDDLE SCHOOL:</u></b> Summer Nutrition Program <b>Breakfast</b> hours are: 7:40 – 8:10 <b>***No Breakfast on Fridays***</b> Summer Nutrition Program <b>Lunch</b> hours are: 10:45 – 12:45 Monday through Friday
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<b>July 1 – August 5</b>	<b><u>HURON MIDDLE SCHOOL</u></b> NO BREAKFAST (July 1 – August 5) Summer Nutrition Program <b>Lunch</b> hours are 11:45 – 12:45 Monday through Friday
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<b>June 6 – June 30</b>	<b><u>WASHINGTON 4-5 CENTER</u></b> Summer Nutrition Program <b>Breakfast</b> hours are 7:35 – 8:05 <b>***No Breakfast on Fridays***</b> Summer Nutrition Program <b>Lunch</b> hours are: 10:45 – 12:45 <b>***No Lunch on Fridays***</b>
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June 27	School Board Meeting 5:30 p.m. - IPC
June 27	School Board Goal Setting Session 6:30 – 9:30 – Light Meal will be served
7. Community Input on Items Not on the Agenda

**8. CONSENT AGENDA**

The Superintendent of Schools recommends approval of the following:

**a) Board Approval of New Hires**

As was mentioned previously, classified personnel and substitute teachers/classroom aides must be approved in order to be covered by our workers' compensation plan.

1)

**b) Contracts for Board Approval**

1)

**c) Resignations for Board Approval**

1) Whitney Easton /HHS Aide/Para-Study Hall Monitor / 2 years

**d) Consideration and Approval of the Bills**

1) Huron Event Center - Supplies - \$4,126.34

2) Northwestern Energy - Electricity & Heat - \$2,664.25

3) S & P Capital IQ LLC - Prof Svc - \$119.00

4) Koch Hazard - Prof Svc - \$3,713.84

5) Prostrollo Motor Sales, Inc. - Equipment - \$24,999.00

6) Danielle Theis Consulting, LLC - Prof Svc - \$646.00

**e) Request to Increase Meal Prices / Carol Tompkins**

Requesting to increase the school breakfast and lunch prices .10 per meal for the upcoming 2016-2017 school year.

**f) Request to Approve Bid for Gas for the 2016-2017 School Year****g) Request to Approve Bid for Diesel Fuel for the 2016-2017 School Year****h) Request for Approval of Open Enrollment Request**

The administration has received open enrollment request #OE-2015-27, #OE-2015-28, and #OE-2015-29 for Board approval.

**i) Intent to Apply for Grant Funding****1) Group Applying                      Preschool Partnership Program: Destination Imagination**

Contact Person                      K Hinker, M Taplett, B Matthews, V Munce

Name of Award                      United Way Grant

Name of Funder                      United Way

Amount to be Requested            \$12,000

Project Focus                      Preschool Partnership, ICU, DI, Math

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

**9. CELEBRATE SUCCESSES IN THE DISTRICT:****CONGRATULATIONS:**

- Congratulations to the Employees of the Year, as announced at the Employee Recognition Banquet held Wednesday evening, May 11<sup>th</sup>:
  - **Classified – Ron Curr and Kevin Isaacson**
  - **Support Staff – Dawn Coughlin**
  - **Elementary Teacher – Becky Moeding**
  - **Middle School Teacher – Brooke Zoss-King**
  - **High School Teacher – Becca Briggs**
- **Anna Pyle** – Anna won 1<sup>st</sup> place in the American Legion Auxiliary Essay Contest for her essay titled “How Do We Keep Lincoln’s Promise To Our Veteran’s and Their Families.

- **Madison Elementary 2-3 Center** – Madison achieved the 2016 Bronze National Healthy Schools Award from the Alliance for a Healthier Generation.

**THANK YOU TO:**

- Thank you to the following people who make the Employee Recognition Banquet possible:
  - Kelly Christopherson, Demi Moon, Mike Taplett, Carol Tompkins, Heather Rozell, Vicky Davis, Mary Hershman, Clela Henson, Diana Nebelsick, Barb Peterson, Nick Shields, and those who served on the Employee of the Year Committee.

**10. REPORTS TO THE BOARD:**

- a) **Presentation by Huron Middle School Math Department** – Sherri Nelson
- b) **Good News Report – ESL Program** – Kari Hinker
- c) **Superintendent’s Report**
  - Staffing Update
  - Goal Reports and Goal Setting 2016-2017
  - AdvancED Accreditation – Recommendation for Action at June 13<sup>th</sup> Meeting
  - Science Curriculum Update
  - Please look at handbooks as they will appear on Itunes when submitted
- d) **Presentation of information to be presented at Joint Conference – Standard Base Learning & Reporting**

**11. OLD BUSINESS**

- a) **Huron Sports Improvement Project**

**12. NEW BUSINESS**

- a) **Policy GCBD-3(N) – PROFESSIONAL STAFF LEAVES AND ABSENCES** – 1<sup>ST</sup> Reading

**13. EXECUTIVE SESSION**

1-25-2 Executive or closed meetings may be held for the sole purpose of:

- (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

**14. ADJOURNMENT**

Whitney Easton  
382 Mellette Ave SW  
Huron, SD 57350  
(605) 350-6096

5/17/16

Demi Moon  
Huron School District  
PO Box 949  
Huron, SD 57350

Dear Demi Moon and Whom it may concern,

As you know, I have been on maternity leave since 3/14/16 and am scheduled to return next fall. While I fully intended to return, plans have changed while I have been away from work. I have decided to not return.

Please accept this letter as my formal notice of resignation from Huron School District/HHS study hall. This was not an easy decision to make, yet I strongly feel that staying home with my children is what is best for my family at this time. The past two school years have been very rewarding. I have thoroughly enjoyed working at HHS and have enjoyed getting to know all the students to come through my classroom. I hope I have influenced all of them in a positive manner.

Thank you for the great opportunity you have given me.

I wish everyone the best as I move on to my next chapter of life.

Sincerely,

Whitney Easton

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
Checking	1			
<b>Checking</b>	<b>1</b>	<b>Fund: 10 GENERAL FUND</b>		
HURON EVENT CENTER		SUPPLIES	4,126.34	
NORTHWESTERN ENERGY		ELECTRICITY & HEAT	2,664.25	
S & P CAPITAL IQ LLC		PROF SVC	119.00	
		<b>Fund Total:</b>		<b>6,909.59</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 21 CAPITAL OUTLAY FUND</b>		
KOCH HAZARD		PROF SVC	3,713.84	
PROSTROLLO MOTOR SALES, INC.		EQUIPMENT	24,999.00	
		<b>Fund Total:</b>		<b>28,712.84</b>
<b>Checking</b>	<b>1</b>	<b>Fund: 22 SPECIAL EDUCATION FUND</b>		
DANIELLE THEIS CONSULTING, LLC		PROF SVC	646.00	
		<b>Fund Total:</b>		<b>646.00</b>
		<b>Checking Account Total:</b>		<b>36,268.43</b>

**Huron Public Schools**  
**1045 Eighteenth Street SW**  
**PO Box 949**  
**Huron, SD 57350-0949**

Office: 605-353-6909  
 Fax: 605-353-6910  
 Email: carol.tompkins@k12.sd.us

Carol Tompkins  
 School Nutrition Director  
 Concessions Director

To: Board of Education  
 Mr. Nebelsick  
 Mr. Christopherson

From: Carol Tompkins  
 Date: May 12, 2016  
 Re: Proposed Meal Prices for 2016-2017

I am requesting an increase the school breakfast and lunch prices of .10 per meal for the upcoming 2016- 2017 school year.

With ever increasing costs comes the need to increase our meal prices next year. Please see the current and proposed pricing below. We are not raising milk pricing.

I appreciate your time and your consideration.

Thank you,  
 Carol Tompkins

**2015-2016 Current Meal Prices**

**ELEMENTARY SCHOOL STUDENTS**

Breakfast	2.30
Lunch	3.10
Lunch Holy Trinity	3.20
Milk 10 punch ticket	4.00
Carton of milk	.40

**MIDDLE SCHOOL STUDENTS**

Breakfast	2.35
Lunch	3.20
Carton of milk	.40

**HIGH SCHOOL STUDENTS**

Breakfast	2.35
Lunch	3.30
Carton of milk	.40

**ADULTS**

Breakfast	2.60
Elementary lunch	3.90
Holy Trinity lunch	3.90
Middle School lunch	3.90
High School lunch	3.90
Carton of milk	.40

**2016-2017 Proposed Meal Prices w/ .10 increase**

**ELEMENTARY SCHOOL STUDENTS 2012-2013 Current**

**ELEMENTARY SCHOOL STUDENTS**

Breakfast	2.40
Lunch	3.20
Lunch Holy Trinity	3.30
Milk 10 punch ticket	4.00
Carton of milk	.40

**MIDDLE SCHOOL STUDENTS**

Breakfast	2.45
Lunch	3.30
Carton of milk	.40

**HIGH SCHOOL STUDENTS**

Breakfast	2.45
Lunch	3.40
Carton of milk	.40

**ADULTS**

Breakfast	2.70
Elementary lunch	4.00
Holy Trinity lunch	4.00
Middle School lunch	4.00
High School lunch	4.00
Carton of milk	.40

# Huron School District 2-2

150 Fifth St SW – PO Box 949  
Huron, South Dakota 57350-0949

**Business Office**  
(605) 353-6995  
Fax (605) 353-6994

**Kelly Christopherson**  
Business Manager

## Memorandum

Date: May 16, 2016

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson, Business Manager 

RE: 2016-2017 Gas and Diesel Fuel Bids

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Gas and diesel bids were opened on May 16.

Erickson Oil Products and M.G Oil Company dba Corner Pantry bid on E-10 blend gasoline. Erickson bid a 7 cent per gallon discount and M.G. Oil Company bid a 2 cent per gallon discount.

M.G. Oil Company dba Corner Pantry bid a 6 cent per gallon discount on diesel fuel. No other bids were received.

I recommend accepting the bid of Erickson Oil Products for a 7 cent per gallon discount on E-10 gas for the period of July 1, 2016 through June 30, 2017.

I recommend accepting the bid of M.G Oil Company dba Corner Pantry for a 6 cent per gallon discount on diesel fuel for the period of July 1, 2016 through June 30, 2017.

PO Box 949  
Huron, SD 57350  
605-353-6992



Gay Pickner M.A.  
Director of Curriculum,  
Instruction, and Assessment  
Gay.Pickner@k12.sd.us

**INTENT TO APPLY FOR GRANT FUNDING --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.**

Date: 5-17-16 Group Applying: Preschool Partnership Program; Destination Imagination; ICU/HMS; Munce Math Night Contact Person: K Hinker; M Taplett; B Matthews; V Munce

Name of Grant/Award: United Way Grant

Name of Funder: United Way Contact Person: Rhonda Kludt

Amount to be Requested: \$12,000 Funder's Submission Due Date: May 20, 2016

Project Focus: Preschool Partnership, ICU, DI, Math

How awarded amount received?  Full amount up front  Reimbursement

Are any follow up reports required?  Yes  No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes  No

If yes, please list by dollar amount and/or in-kind service/support. Be specific:

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- The person or group applying will need to submit the following documentation to the curriculum and business offices:
  - A copy of the completed grant application.
  - If and when the grant is awarded, a copy of the award letter.
  - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: \_\_\_\_\_

Building/Department Administrator

Signature: Gay Pickner 5-17-16

Gay Pickner, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson 5-17-16

Kelly Christopherson, Business Manager

Date Presented to School Board: \_\_\_\_\_





KOCH • HAZARD  
ARCHITECTS

### TRANSMITTAL

TO: Huron School District 02-2  
150 5<sup>th</sup> Street SE  
Huron, SD 57350-0949

DATE: 05/10/16      JOB NO: 1537  
ATTN: Kelly Christopherson  
PROJECT: Huron Sports Improvements  
NO. OF PAGES INCLUDING COVER:

ENCLOSED ARE THE FOLLOWING ITEMS:

COPIES	DATE	DESCRIPTION
3		Signed Construction Agreement
3		Certificate of Insurance
3		Performance and Payment Bonds
3		Sub and Supplier List
3		Foreman and PM List

- As requested   
 For Review and Comment   
 For approval   
 For your use   
 Other

**REMARKS:** Please sign all copies, retain one for your records and return two to this office for distribution. Thank you.

COPY TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILE \_\_\_\_\_

SIGNED: Chris Brockevelt  
\_\_\_\_\_  
Received by: \_\_\_\_\_

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE



**AIA**<sup>®</sup>

# Document A101™ – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twenty-First (21) day of April in the year Two Thousand Sixteen (2016)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Huron School District 02-2  
150 5<sup>th</sup> Street SW  
Huron, South Dakota 57350-0949

and the Contractor:  
*(Name, legal status, address and other information)*

Mid-American Sports Construction  
1621 E. Summit Street  
Lees Summit, Missouri 64081

for the following Project:  
*(Name, location and detailed description)*

Huron School District Sports Improvements

The Architect:  
*(Name, legal status, address and other information)*

Koch Hazard Architects  
431 N. Phillips Avenue #200  
Sioux Falls, South Dakota 57104

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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Monday, August 1, 2016

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Should the Contractor fail to substantially complete the work within the time set forth herein or within such extra time as may have been allowed by increases in the contract time or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner \$2,000.00 per calendar day as liquidated damages for each calendar day of delay until the work is substantially complete.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Five Hundred Six Thousand Six Hundred and Two Dollars (\$ 2,506,602.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid	\$2,095,200
Alternate #6	411,402

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Earth Excavation – Hand	Cu. Yd.	\$250.00
Earth Excavation – Machine	Cu. Yd.	\$ 10.00
Aggregate Base Course	Cu. Yd.	\$ 27.00

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-fifth (25)

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day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Kelly Christopherson  
Huron School District 02-2

Init.

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User Notes:

(1649758008)

150 5<sup>th</sup> Street SW  
Huron, South Dakota 57350-0949

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Mid-American Sports Construction  
1621 E. Summit Street  
Lees Summit, Missouri 64081

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SUPC	Supplementary Conditions	March 16, 2016	7

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
See attached Exhibit A

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
See attached Exhibit B

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 23, 2016	34
2	March 28, 2016	24

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*


**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See Supplementary Conditions	

This Agreement entered into as of the day and year first written above.

<hr/> <p>OWNER <i>(Signature)</i></p> <hr/> <p><i>(Printed name and title)</i></p>	<div style="text-align: center;">  </div> <hr/> <p>CONTRACTOR <i>(Signature)</i></p> <p><i>Mike Cordell Soc treasurer</i></p> <hr/> <p><i>(Printed name and title)</i></p>
--	--

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EXHIBIT A  
HURON SCHOOL DISTRICT SPORTS IMPROVEMENTS  
HURON SCHOOL DISTRICT 2-2  
HURON, SOUTH DAKOTA

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DIVISION 13:       EQUIPMENT

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131290               PREFABRICATED STEEL SHADE SHELTER

DIVISION 31:       EARTHWORK

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312000               EARTH MOVING

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ELECTRICAL

E1.1	SITE PLAN ELECTRICAL
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**AIA**<sup>®</sup>

# Document A101™ – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twenty-First (21) day of April in the year Two Thousand Sixteen (2016)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Huron School District 02-2  
150 5<sup>th</sup> Street SW  
Huron, South Dakota 57350-0949

and the Contractor:  
*(Name, legal status, address and other information)*

Mid-American Sports Construction  
1621 E. Summit Street  
Lees Summit, Missouri 64081

for the following Project:  
*(Name, location and detailed description)*

Huron School District Sports Improvements

The Architect:  
*(Name, legal status, address and other information)*

Koch Hazard Architects  
431 N. Phillips Avenue #200  
Sioux Falls, South Dakota 57104

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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Monday, August 1, 2016

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Should the Contractor fail to substantially complete the work within the time set forth herein or within such extra time as may have been allowed by increases in the contract time or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner \$2,000.00 per calendar day as liquidated damages for each calendar day of delay until the work is substantially complete.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Five Hundred Six Thousand Six Hundred and Two Dollars (\$ 2,506,602.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Base Bid	\$2,095,200
Alternate #6	411,402

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
Earth Excavation – Hand	Cu. Yd.	\$250.00
Earth Excavation – Machine	Cu. Yd.	\$ 10.00
Aggregate Base Course	Cu. Yd.	\$ 27.00

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-fifth (25)

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day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and



.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Kelly Christopherson  
Huron School District 02-2

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User Notes:

(1649758008)

150 5<sup>th</sup> Street SW  
Huron, South Dakota 57350-0949

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Mid-American Sports Construction  
1621 E. Summit Street  
Lees Summit, Missouri 64081

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SUPC	Supplementary Conditions	March 16, 2016	7

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
See attached Exhibit A

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
See attached Exhibit B

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 23, 2016	34
2	March 28, 2016	24

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

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*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See Supplementary Conditions	

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)  
 \_\_\_\_\_  
 (Printed name and title)

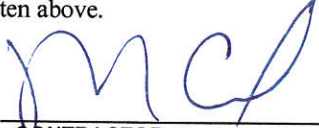
  
 \_\_\_\_\_  
 CONTRACTOR (Signature)  
 Mike Cordell Sec. Treasurer  
 \_\_\_\_\_  
 (Printed name and title)

EXHIBIT A  
HURON SCHOOL DISTRICT SPORTS IMPROVEMENTS  
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ELECTRICAL

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E1.2	SITE PLAN ELECTRICAL
E1.3	SCHEDULES & DETAILS

END OF TABLE OF CONTENTS – DRAWINGS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Thomas McGee, L.C. 920 Main Street Suite 1700 P.O. Box 419013 Kansas City MO 64105		<b>CONTACT NAME:</b> Garrett Beichley <b>PHONE (A/C, No, Ext):</b> 816-842-4800 <b>E-MAIL ADDRESS:</b> gbeichley@thomasmcgee.com <b>FAX (A/C, No):</b> 816-472-5018	
<b>INSURED</b> MIDAM-3 Mid-America Golf & Landscape, Inc. 1621 SE Summit Avenue Lee's Summit MO 64081		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A :BITCO National Ins Co*	NAIC # 20109
		INSURER B :BITCO General Ins Corp*	20095
		INSURER C :Continental Casualty Company*	20443
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES** CERTIFICATE NUMBER: 1837854847 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CLP3634755	3/25/2016	3/25/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		CAP3634756	3/25/2016	3/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2809599	3/25/2016	3/25/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td></td> </tr> </table>	Y/N	N/A	<input checked="" type="checkbox"/>				WC3634758	3/25/2016	3/25/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
Y/N	N/A										
<input checked="" type="checkbox"/>											
C	Installation Floater			5091789109	3/25/2016	3/25/2017	Limit 5,000,000 Ded 5,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Huron School District - Sports Improvements #1537.  
Huron School District 02-2 and Koch Hazard Architects are Primary and Non-Contributory Additional Insured, when required by written contract. Waiver of Subrogation in favor of Huron School District 02-2 and Koch Hazard Architects applies, where allowed by law.

**CERTIFICATE HOLDER**

**CANCELLATION**

Huron School District 02-2 150 5th Street SW Huron SD 57350-0949	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 90118558

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Mid-America Golf & Landscape, Inc., a Missouri Corporation, dba Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081-3291

SURETY (Name and Principal Place of Business):
The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076

OWNER (Name and Address):
Huron School District 02-2
150 5th Street SW
Huron, SD 57350-0949

CONSTRUCTION CONTRACT
Date: April 21, 2016
Amount: \$2,506,602.00 Two Million Five Hundred Six Thousand Six Hundred Two Dollars and 00/100
Description (Name and Location): Huron School District Sports Improvements

BOND
Date (Not earlier than Construction Contract Date): April 27, 2016
Amount: \$2,506,602.00 Two Million Five Hundred Six Thousand Six Hundred Two Dollars and 00/100
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Mid-America Golf & Landscape, Inc., a Missouri Corporation, dba Mid-America Sports Construction

Signature: [Signature]
Name and Title: Mike Cordach
Sec Treasurer
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
The Guarantee Company of North America USA

Signature: [Signature]
Name and Title: Mindy M. Goss
Attorney-in-Fact

Surety Phone No. 248-281-0281



(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
Thomas McGee, L.C.
PO Box 419013
Kansas City, MO 64141-6013
816-842-4800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party) :
Koch Hazard Architects
431 N. Phillips Avenue #200
Sioux Falls, SD 57104

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 90118558

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Mid-America Golf & Landscape, Inc., a Missouri Corporation, dba Mid-America Sports Construction  
1621 SE Summit St.  
Lee's Summit, MO 64081-3291

**OWNER (Name and Address):**

Huron School District 02-2  
150 5th Street SW  
Huron, SD 57350-0949

**SURETY (Name and Principal Place of Business):**

The Guarantee Company of North America USA  
One Towne Square, Suite 1470  
Southfield, MI 48076

**CONSTRUCTION CONTRACT**

Date: April 21, 2016

Amount: \$2,506,602.00 Two Million Five Hundred Six Thousand Six Hundred Two Dollars and 00/100

Description (Name and Location): Huron School District Sports Improvements

**BOND**

Date (Not earlier than Construction Contract Date): April 27, 2016

Amount: \$2,506,602.00 Two Million Five Hundred Six Thousand Six Hundred Two Dollars and 00/100

Modifications to this Bond:

None

See Page 6

**CONTRACTOR AS PRINCIPAL**

Company: Mid-America Golf & Landscape, Inc., a Missouri Corporation, dba Mid-America Sports Construction (Corporate Seal)

Signature: 

Name and Title: Mike Cordell  
Sec Treasurer

(Any additional signatures appear on page 6)

**SURETY**

Company: The Guarantee Company of North America USA (Corporate Seal)

Signature: 

Name and Title: Mindy M. Goss  
Attorney-in-Fact

Surety Phone No. 248-281-0281



(FOR INFORMATION ONLY - Name, Address and Telephone)

**AGENT or BROKER:**

Thomas McGee, L.C.  
PO Box 419013  
Kansas City, MO 64141-6013  
816-842-4800

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

Koch Hazard Architects  
431 N. Phillips Avenue #200  
Sioux Falls, SD 57104

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

**2** With respect to the Owner, this obligation shall be null and void if the Contractor:

**2.1** Promptly makes payment, directly or indirectly, for all sums due Claimants, and

**2.2** Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

**3** With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

**4.** The Surety shall have no obligation to Claimants under this Bond until:

**4.1** Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

**4.2** Claimants who do not have a direct contract with the Contractor:

**.1** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

**.2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

**.3** Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

**5** If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

**6** When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

**6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

**6.2** Pay or arrange for payment of any undisputed amounts.

**7** The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**8** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**9** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

**10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**11** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

**13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted to the Surety, all supporting documentation and any proof of claim requested by the Surety, The Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suite against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

Bond No. 90118558  
Principal: Mid-America Golf & Landscape, Inc., a Missouri Corporation, dba Mid-Am Sports Construction  
Obligee: Huron School District 02-2

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Attorney-in-Fact: *Mindy M. Goss*

Agency: *Thomas McGee, L.C.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 27th day of April, 2016

Randall Musselman, Secretary

Huron Athletic Improvements

Sub Contractors and Suppliers

Asphalt Paving & Materials - Supplier  
1836 US Highway 14 E  
Huron SD 57350  
William Barthlow  
605-352-3502

Dakotaland Sod & Concrete – Sub Contractor  
27070 Duke Ave  
Tea SD 57064  
Aaron Niewald  
605-370-8348

Dakota Fence – Sub Contractor  
1110 25<sup>th</sup> Ave N  
 Fargo ND 58107  
Ken Follman  
701-237-6181

Empire Fence – Sub Contractor  
PO Box 553  
Waverly NE 68462  
Matt Warner  
402-682-7658

Red Wilk - Sub Contractor  
PO Box 381  
Huron SD 57350  
Red Wilk  
605-352-2626

Triumph - Materials  
3131 Bell Street  
Kansas City, MO 64111  
816-444-6000

Spencer Quarries - Supplier  
25341 430<sup>th</sup> Ave  
Spencer SD 57374  
605-246-2344

Astro Turf – Supplier



2680 Abutment Rd SE  
Daltan GA 30721  
Kim Summers  
706-876-5516

Midland Contracting - Subcontractor  
PO Box 218  
Huron SD 57350  
Tim Davis  
605-352-2400

Ewing - Supplier  
3441 E Harbour Dr  
Phoenix AZ 85034  
Mark Creighton  
800-343-9464

SCM – Sub Contractor  
4509 South HWY 150  
Lexington NC 27295  
Christine Frost  
866-214-5206

TK Electric – Sub Contractor  
419 E Juniper  
Mitchell SD 57301  
Tim Kummer  
605-995-0595

**Huron Athletic Improvements**

**Foreman**

Joe Salvatore  
1621 SE Summit St  
Lee's Summit MO 64081  
816-550-8343  
[jsalvatore@austin.rr.com](mailto:jsalvatore@austin.rr.com)

**Project Manager**

Ryan Hunt  
1621 SE Summit St  
Lee's Summit MO 64081  
816-550-2947  
[rhunt@mid-america-golf.com](mailto:rhunt@mid-america-golf.com)

**PROFESSIONAL STAFF LEAVES AND ABSENCES**  
(Sick Leave/Certified Staff)

- A. Fifteen full days of sick leave for the first year in the Huron School system and ten full days of sick leave for each succeeding year cumulative to 120 days (note exception B) shall be allowed every teacher without any deduction in pay for the sick leave period to which the teacher is entitled. The following schedule becomes effective with the 1975-76 school term. Accumulation of days will not be retroactive to the 1975-76 effective date.

Sick leave will accumulate on the following schedule. On the first day of the first year in the system the teacher will be granted six days sick leave. At the end of each succeeding calendar month, he/she will be granted one additional day until he/she has earned fifteen days. On the first day of the contract term all teachers not new to the system will be granted one day sick leave. At the end of each succeeding calendar month, he/she will be granted one additional day until he/she has earned ten days. (Note exception B)

Contracted employees with less than a full-time contract will earn sick leave on the same schedule as regular employees; however, sick leave will accumulate on the following basis:

75 to 100% contract	10 days earned per year
50 to 74% contract	5 days earned per year
49 to 0% contract	None earned

Teachers may borrow sick leave from the normal yearly allowance. If the contract is terminated prior to the end of the year, the following procedure will prevail: All used, but non-earned, days will be deducted from the last pay check as outlined in the definition for the school calendar.

Examples of earned days:

1 <sup>st</sup> year	15 days total	7 <sup>th</sup> year	75 days total
2 <sup>nd</sup> year	25 days total	8 <sup>th</sup> year	85 days total
3 <sup>rd</sup> year	35 days total	9 <sup>th</sup> year	95 days total
4 <sup>th</sup> year	45 days total	10 <sup>th</sup> year	105 days total
5 <sup>th</sup> year	55 days total	11 <sup>th</sup> year	115 days total
6 <sup>th</sup> year	65 days total	12 <sup>th</sup> year	120 days total

- B. Those staff members on extended contracts shall earn sick leave on the following schedule: on the first day of the contract term each teacher will be granted one day sick leave. At the end of each succeeding contract month each teacher will receive one day sick leave.

Examples of earned days:

10 month contract	11 days per year
11 month contract	12 days per year
12 month contract	13 days per year

In addition, teachers new to the system shall accumulate five additional days the first year. Each succeeding year they shall accumulate sick leave according to the above schedule. Each succeeding year they shall accumulate sick leave according to the above schedule.

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- C. Sick leave may be taken because of personal illness, injury, or on order of a physician to remain absent due to exposure to disease, or to obtain the services of a medical professional that cannot be obtained during the non-school hours. One-half day is the minimum sick leave period.
- D. Employees may utilize their personal sick leave for immediate family illness. The immediate family will include father, stepfather, mother, stepmother, husband, wife, brothers, stepbrothers, sisters, stepsisters, sons, stepsons, daughters, stepdaughters, grandparents, grandchildren, aunts, uncles, all of these in-laws and permanent members of the employee's household.
- With exception of illness regarding the employee, the employee's spouse, children, or stepchildren, the employee's personal sick leave is limited to twenty days per school contract year. The employee may use personal leave and/or leave without pay for the excess of twenty days regarding illness of other members of the immediate family as specified in Section D.
- E. Frozen sick leave minus substitute pay deduct at the June 30, 1975 level. When a teacher is sick for a period in excess of the cumulative sick period, he/she shall be granted a period equivalent to the amount of sick leave which he/she had accumulated effective as of June 30, 1975. For this period, he/she will receive full pay less the cost of the substitute teacher. However, substitute pay deducted shall not exceed 40 percent of the teacher's average daily wage. After sick leave under Section "E" is exhausted, the board shall cease payment.
- F. If the disability or incapacity of the teacher to properly perform his/her duties should continue for ninety calendar days after he/she has exhausted all sick leave days, the board of education, at its option, may cancel and terminate this agreement and thereupon be released from all further obligations.
- G. **Doctor's Certificate Clause**  
After an absence from school due to sickness or illness, the employee may be required to furnish proof of illness. This proof will be in the form of a doctor's certificate. The board of education, at its expense, may also request a physical examination of the teacher by a physician designated by the board. The decision of the school physician shall be final.
- H. **Additional Sick Leave Benefits/Sick Leave Bank**
- 1) **Membership:** Membership will be taken during first five working days of the contractual year. Teachers agree to donate one (1) full day of their sick leave to become a member. The bank may build to 300 days and no more than 300 days may be taken in any given year. Days may not be withdrawn if a teacher decides later in the year not to belong. As demands are placed on the bank, each participating member agrees to contribute an equal number of days.
  - 2) **Governing Committee:** Vice President of the HEA, and HEA member from the high school, middle school, and elementary school (total of 4).

- 3) **Benefits:** Members who have contributed can draw from the sick leave bank if they have used all of their annual and accumulated sick leave and all of their unused short term leave days excluding their two sub deduct days. Sick leave benefits shall not extend beyond the school year.
  - 4) **Withdrawals:** To draw days from the Bank, a teacher must apply in writing to the governing committee. The teacher must state the date he/she will be leaving work, and when he/she will be released to return to work. This must be completed prior to using the days; exceptions may be made due to extenuating circumstances/emergencies and granted on the recommendation of the governing committee.
  - 5) **Limitations:** These days are intended to be used only in the case of personal illness. There will be a cap of 60 days granted per person per school year. In the event of extraordinary circumstances such as serious illness of self, spouse, or child, unusual need for bereavement days, or similar circumstances, withdrawals from the sick leave bank may be made on the recommendation of the governing committee.
  - 6) **Responsibilities:** The board of education agrees to honor days of sick leave granted by the Governing Committee in an amount not to exceed the total number of withdrawn days of sick leave donated by the members of the sick leave bank. At the end of the school year, defined in the teacher's contract, total days remaining in the sick leave bank will be carried over to the following year.
- I. Each teacher, at his/her option, will be paid the equivalent of 5 (five) days of substitute teacher salary as a wellness benefit.

Each year, electronic notification of this benefit will be communicated to the certified staff during April. The certified staff members will have approximately two weeks to notify the Superintendent's Office of their intention to participate or not participate in the Wellness Benefit for the following contract year.

The following provisions apply to teachers opting to take the wellness benefit.

The following provisions do not apply to teachers opting not to take the wellness benefit.

Each teacher will receive the total 5-day amount in a lump sum payment, less applicable withholding, in September. The lump sum payment in September will include deductions for sick leave used to that date.

Each teacher will be required to pay to the district, as a salary deduction, the equivalent cost of a substitute teacher for each of the first 5 days of sick leave that a teacher uses each year.

**However, no more than one day of substitute teacher salary will be deducted from a pay period except after May. All remaining days will be deducted in June.**

A payroll deduction for sick leave used because of a work-related injury will not be attached to the wellness benefit if a "South Dakota Employer's First Report of the Injury" report is completed at the Business Office and filed with the worker's compensation insurance carriers; and, a doctor's note requiring the employee to be absent from work is provided to the Business Office.

Exemption from Wellness Policy

A payroll deduction for funeral leave will not be attached to the wellness benefit.