

**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**  
**April 23, 2018**  
**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 2	Early Release
May 14	Board of Education Meeting – 5:30 p.m. IPC
May 21	Athletic Awards Program 7:00 p.m. HHS Auditorium
May 22	8 <sup>th</sup> Grade Promotion 7:00 p.m. HHS Auditorium
May 23	Baccalaureate 8:00 p.m. Huron Arena
May 27	Graduation 2:00 p.m. Huron Arena
May 28	Memorial Day
May 29	Board of Education Meeting – 5:30 p.m. IPC (TUESDAY)
May 31	Last Day of Classes / Early Release
June 1	Teacher Checkout
6. **Community Input on Items Not on the Agenda**
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 of Schools recommends approval of the following:**

  - a) **Board Approval of New Hires**

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

    - 1) Molly Stueckrath/Head Cheer Coach-Fall Sideline \$531.00 per year
    - 2) Molly Stueckrath/Head Cheer Coach-Winter Sideline \$1,726.00 per year
    - 3) Angie Thomas/Assistant Varsity Track Coach/\$4,758 per year
  - b) **Contracts for Board Approval**
    - 1) Kelsey Poppen/1<sup>st</sup> Gr Teacher-Buchanan K-1 Center/\$43,354 per year
  - c) **Resignations for Board Approval**
    - 1) Samantha Wipf/4<sup>th</sup> Grade Teacher – Washington 4/5 Center/5 years
    - 2) Sheena Schoenwetter/Para-Educator-Special Education/4 years
  - d) **Consideration and Approval of Bills** – See attached list

(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:**

- **Kathy Engst - HHS CTE Instructor** for receiving the 2018 Educator Excellence Award from the SD ProStart National Restaurant Association.
- **Food Service Nutrition Summer Team** for being awarded the “Turnip the Beet” 2017 Award at the silver level. The district was the only sponsor in SD to receive this special award. The award recognizes Summer Meal Programs for meal nutrition and quality. There were only 111 awards given nationally.
- **Bree Gose (9<sup>th</sup> Gr)** for placing 5<sup>th</sup> at the SD State FFA Convention in Horse Judging.
- **Erica Boomsma - 4<sup>th</sup> Gr Teacher** for being chosen as the Region 3, 2018-2019 Regional Teacher of the Year.

**THANK YOU TO:**

- **Kristi Kattner** for all of the work she did in providing 2 wonderful nights of vocal concerts at the Washington 4-5 Center. Everyone enjoyed the 50's Rock & Roll theme.
- **Buchanan K-1 Center Staff** for all of their hard work during conferences that were held April 5<sup>th</sup> and 12<sup>th</sup>.

10. **REPORTS TO THE BOARD:**

- a) **Good News Report - Technology Department - Roger Ahlers**
- b) **Superintendent's Report**
  - Memorial Benches

11. **OLD BUSINESS**

- a) **Ratify Teacher Negotiations**

12. **NEW BUSINESS**

- a) **Property & Liability Insurance**
- b) **Official Canvass Sheet**
- c) **CORE Educational Cooperative** - Contract - Speech Teacher 1.5 days per week

13. **ADJOURNMENT**

**Huron School District  
New Hire Justification**

**Date:** April 17, 2018

**Applicant Information**

**Applicant Name:** Molly Stueckrath

**Address:**

**Phone:**

**Education:** USD

**Experience:** Cheerleader at Discovery Canyon Campus High School in Colorado Springs from 2007-2011; was Cheer MVP three years and All-American in 2010-2011.

**References:**

**Reason for New Hire**

**New Position:**

**Replacement:** Replaces Kelby Van Wyk who resigned.

**Position Information**

**Department** Athletics

**Position:** Head Fall and Winter Sideline

**Supervisor:** Terry Rotert

**Responsibilities:** Cheer Coach for FB, GBB and BBB squads

**Hours:** After school, home games at Mitchell and play-off games

**Hiring Information**

**Wages:** 1 credit FB and 3.25 credit GBB/BBB

**Classification:**

**Wage Justification:** First year Cheer Coach

**Start Date:** August 2018

**Requested by:** Terry Rotert - AD

**Huron School District  
New Hire Justification**

**Date:** April 18, 2018

**Applicant Information**

**Applicant Name:** Angie Thomas

**Address:**

**Phone:**

**Education:** USD

**Experience:** Coached HS girls track in George-Little Rock High School For 11 years and has been MS track and Head CC in Huron.

**References:**

**Reason for New Hire**

**New Position:**

**Replacement:** Josh Trandall who resigned.

**Position Information**

**Department** Athletics

**Position:** Assistant Varsity Track

**Supervisor:** Tom Baszler – Head Track Coach and Terry Rotert

**Responsibilities:** Coach sprints, relays and hurdles

**Hours:** After school and some weekends

**Hiring Information**

**Wages:** 4,758

**Classification:**

**Wage Justification:** Experience with MS track in Huron

**Start Date:** February, 2019

**Requested by:** Terry Rotert - AD

**TEACHER'S CONTRACT**  
Huron School District No. 2-2, Huron, South Dakota

Kelsey Poppen

April 18, 2018

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 \$ 43354 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 8/20/2018 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.

It is further contracted and agreed that your failure to complete the term of teaching 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 between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. 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 2<sup>nd</sup> 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. Teachers 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 teacher and the Board of Education.

BS  
Hired 2018-2019 w/BS and no formal teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 20. 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.

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

ATTEST:

.....  
Business Manager of the School District

By .....  
Chairman of School District Board

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 teaching 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."

Witness my hand this 19<sup>th</sup> day of April, 2018

Witness: [Signature]

Print Name: Kelsey Poppen

Sign here: [Signature]  
Teacher

**HURON PUBLIC SCHOOLS**  
Huron, South Dakota  
**PERSONNEL DATA SUMMARY**

1. Name Kelsey Poppen  
Present Address 19848 429<sup>th</sup> Ave – DeSmet, SD 57231  
Position Applied For 1<sup>st</sup> Grade Teacher – Buchanan K-1 Center

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>Dakota State University-Madison</u>	<u>2018/BS</u>
MA Degree	_____	_____
Other	_____	_____

3. Teaching Experience - (list the last two positions)

<u>Name of School</u>	<u>How Long/Years</u>	<u>Grades/Subjects</u>
_____	_____	_____
_____	_____	_____

4. **Base Salary:** \$ 43,354 **Teaching Assignment:** 1<sup>st</sup> Grade Teacher  
**Extra Duty:** \$ \_\_\_\_\_ **Ex Duty Assignment** \_\_\_\_\_  
**Total Salary:** \$ 43,354

Samantha Wipf  
1909 Lampert Dr  
Huron, SD 57350

April 16, 2018

Mrs. Beth Foss  
Principal, Washington 4-5 Center  
1451 McClellan Dr  
Huron, SD 57350

Mrs. Beth Foss,

Please accept this letter as my official resignation from my position as a teacher with the Huron School District. My final date of employment will be the end of the 2017-2018 school year. After much contemplation, I have made the decision to focus my attention on my family's needs at home.

I have thoroughly enjoyed my time here and am honored to have had the chance to touch the lives of so many children. It has been as much a pleasure to learn from them as it has been to teach them. Thank you so very much for the opportunity, and I plan to return to the teaching profession when my children are older.

I will work hard in my final days of employment to complete all of the required duties assigned to me. I am happy to assist in making the transition as seamless as I can. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Samantha Wipf". The signature is written in black ink and is positioned above the printed name.

Samantha Wipf

April 9, 2018

Dear Mr. Nebelsick,

The purpose of this resignation letter is to inform you that I will be resigning as a Special Education Para-educator at the end of this school year; 2017-2018. I will be relocating with my family to Minnesota at the beginning of Summer.

I have appreciated the past 4 years being a part of a great staff at Buchanan K-1 Center and I will miss it tremendously. It has been a pleasure to work within the supportive and inspiring environment of the special education department, and I will truly miss the great friends that I have made here along the way.

Thank you for all the opportunities and experiences that I have gained at Buchanan K-1 Center. I will miss coming to school each day and seeing the staff and students.

It is with a heavy heart that I respectfully submit my resignation as a Special Education Para-Educator at Buchanan K-1 Center.

Sincerely,

Sheena Schoenwetter  
Sped Para  
Buchanan K/1 Center



<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>	
<u>Checking</u>	1			
<b>Checking</b>	<b>1</b>	<b>Fund: 10 GENERAL FUND</b>		
ALC CHRISTIAN LEARNING CENTER PRESCHOOL		PROF SVC	150.00	
AMERICINN		TRAVEL	323.97	
NATIONAL INSTITUTE FOR LEARNING DEVELOPMENT		PROF SVC	2,459.00	
NORTHWESTERN ENERGY		UTILITIES	5,375.97	
		<b>Fund Total:</b>		<b>8,308.94</b>
		<b>Checking Account Total:</b>		<b>8,308.94</b>
 <u>Checking</u>	 4			
<b>Checking</b>	<b>4</b>	<b>Fund: 51 FOOD SERVICE FUND</b>		
IS RESTAURANT DESIGN EQUIP & SUPPLY		PARTS	18,841.81	
		<b>Fund Total:</b>		<b>18,841.81</b>
		<b>Checking Account Total:</b>		<b>18,841.81</b>



800 Governors Drive  
Pierre, SD 57501-2235  
T 605.773.3413  
F 605.773.6846  
[www.doe.sd.gov](http://www.doe.sd.gov)  
Email: [DOE.SchoolLunch@state.sd.us](mailto:DOE.SchoolLunch@state.sd.us)

April 17, 2018

Huron School District  
Attn: Carol Tompkins, Authorized Representative  
PO Box 949  
Huron, SD 57350-0949

Dear Carol Tompkins,

It is my pleasure and honor to notify you that your application for the Turnip the Beet in 2017 was awarded the silver award level. Congratulations! Huron School District 02-2 was the only sponsor in South Dakota to receive this special award!

As you are aware, U.S. Department of Agriculture's Food and Nutrition Service (FNS) continued the Turnip the Beet award program in 2017. The award program recognizes Summer Meal Programs' sponsors who are working hard to serve nutritious and appealing meals during the summer months. Three award levels (gold, silver, and bronze) were available, and nominations were evaluated based on a wide range of nutrition and meal quality criteria.

Huron School District 02-2 was among an elite group of 111 award-winning sponsors nationwide. You will receive a certificate in the mail within the next few weeks, and will also be recognized in the May edition of the FNS Summer Newsletter and will be recognized in the USDA blog post. The Deputy Administrator of the Food and Nutrition Services, Cindy Long, personally passed along her congratulations to you for your dedication to child nutrition and the special attention that you give to the quality of your summer meals.

Warm Regards,

Cheriee Watterson, Office Administrator  
Child and Adult Nutrition Services  
Phone: (605) 773-4746 | [Cheriee.Watterson@state.sd.us](mailto:Cheriee.Watterson@state.sd.us)

# HURON PUBLIC SCHOOLS

Phone: 605-353-6990  
Fax: 605-353-6994

150 5<sup>th</sup> SW, PO Box 949  
Huron, SD 57350-0949  
[Terry.Nebelsick@k12.sd.us](mailto:Terry.Nebelsick@k12.sd.us)

**TERRY D. NEBELSICK, Ed.S**  
Superintendent of Schools

April 23, 2018

**TO:** Board of Education

**FROM:** Terry Nebelsick, Superintendent  
**CC:** Kelly Christopherson, Business Manager  
Rodney Freeman, School Attorney  
Huron Education Association Officers

**SUBJECT:** Ratification of 2018-2019 Negotiated Agreements

The following list contains items the Huron Education Association and School Board agreed to during this years negotiations. The package has been accepted by the HEA.

- |                      |  |
|----------------------|--|
| 1) Policy GCBC-1 (N) | Health Insurance/Benefit Package                                       |
| 2) Policy GCBA-1 (N) | Professional Staff Hiring Schedule 2018-2019                           |
| 3) Policy GCBA-2 (N) | Extra Duty Schedule  |
| 4) Policy GCBD-3 (N) | Professional Staff Leaves and Absences<br>(Sick Leave/Certified Staff) |

## PROFESSIONAL STAFF FRINGE BENEFITS 2018-2019 Insurance

### Health Insurance

The board of education participates in a group insurance plan covering hospital, surgical, and medical costs. For each certified employee who is employed for at least 75% of a full-time contract:

- **Single Premium:** District will pay **\$ 653.40** per month; the employee pays **\$ 72.60** .
- **Family Premium:** District will pay **\$1,087.80** per month; the employee will pay **\$ 725.20** .
- **Employee + 1:** District will pay **\$ 870.60** per month; the employee pays **\$ 580.40** .
- **Employee + Dependents:** District will pay **\$ 787.80** per month; the employee pays **\$ 525.20** .
- If the district employs both husband and wife for at least 75% of a full-time contract, each employee will pay **\$ 72.60** per month for health insurance coverage.
- Employees on a 50% to 74% contract will receive one-half the above listed benefit contributed to the group insurance plan.
- Employees on a less than 50% contract will receive no insurance benefits from the district.
- Premium increases will take effect July 1<sup>st</sup> of each year.

### Dental Insurance

The board of education participates in a group insurance plan covering dental costs. The school district will pay up to the amount of a single premium per year for each certified employee who is employed for at least 75% of a full-time contract. (If the employee chooses to include dependents in his/her plan, he/she must pay the difference in the single and the family premium.) Employees on a 50% to 74% contract will have one-half of the single premium contributed to the group dental plan. Employees on less than a 50% contract will receive no insurance benefits from the district.

### Term Life Insurance

The school district will pay the cost of a single premium or a family premium on a term life insurance policy. Employees on a 50% to 74% contract will have one-half the benefit contributed on a term life insurance policy. Employees on less than a 50% contract will receive no benefits from the district.

The beneficiary amount of the policy shall be \$15,000, plus double indemnity coverage.

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.

### Activity Passes

Employees will receive an activity pass which admits the employee and significant other, and any children living in the household, who accompany the employee to the event. The pass does not admit anyone to fund-raising activities nor to SDHSAA playoff events.

Professional Staff Hiring Schedule  
2018-2019

YEAR EXP	17-18	18-19	BA+15 (MA) \$1,500	MA \$3,000	ED.S \$6,000	ED.D/PH.D \$9,000
0	\$42,363	\$43,354	\$44,854	\$46,354	\$49,354	\$52,354
1	\$42,407	\$43,465	\$44,965	\$46,465	\$49,465	\$52,465
2	\$42,529	\$43,510	\$45,010	\$46,510	\$49,510	\$52,510
3	\$42,703	\$43,634	\$45,134	\$46,634	\$49,634	\$52,634
4	\$42,829	\$43,814	\$45,314	\$46,814	\$49,814	\$52,814
5	\$42,955	\$43,942	\$45,442	\$46,942	\$49,942	\$52,942
6	\$43,103	\$44,072	\$45,572	\$47,072	\$50,072	\$53,072
7	\$43,158	\$44,224	\$45,724	\$47,224	\$50,224	\$53,224
8	\$43,158	\$44,280	\$45,780	\$47,280	\$50,280	\$53,280
9	\$43,213	\$44,280	\$45,780	\$47,280	\$50,280	\$53,280
10	\$43,427	\$44,337	\$45,837	\$47,337	\$50,337	\$53,337
11	\$43,554	\$44,557	\$46,057	\$47,557	\$50,557	\$53,557
12	\$43,702	\$44,686	\$46,186	\$47,686	\$50,686	\$53,686
13	\$43,834	\$44,838	\$46,338	\$47,838	\$50,838	\$53,838
14	\$44,303	\$44,974	\$46,474	\$47,974	\$50,974	\$53,974
15	\$44,772	\$45,455	\$46,955	\$48,455	\$51,455	\$54,455
16	\$45,241	\$45,936	\$47,436	\$48,936	\$51,936	\$54,936
17	\$45,710	\$46,417	\$47,917	\$49,417	\$52,417	\$55,417
18	\$46,179	\$46,898	\$48,398	\$49,898	\$52,898	\$55,898
19	\$46,648	\$47,380	\$48,880	\$50,380	\$53,380	\$56,380
20	\$47,117	\$47,861	\$49,361	\$50,861	\$53,861	\$56,861

<b>Note: Formula(s) for advancing hiring schedule each year:</b>						
<b>Formula A - When raises are % or teachers pay:</b>						
Step 0 of new schedule = (% raise x .90) * Step 0 + Step 0						
Step 1 of new schedule = % raise x Step 0 + Step 0						
Step 2 of new schedule = % raise x Step 1 + Step 1						
Step 3 of new schedule = % raise x Step 2 + Step 2						
Step 4 of new schedule = % raise x Step 3 + Step 3						
<b>Formula B - When raises are flat dollar amount for each teacher:</b>						
Raise = Total \$ available for raise divide by # FTE = Flat \$ Amount per Full time Teacher						
Step 0 of new schedule = (\$ raise x .90) + Step 0						
Step 1 of new schedule = \$ raise + Step 0						
Step 2 of new schedule = \$ raise + Step 1						
Step 3 of new schedule = \$ raise + Step 2						
Step 4 of new schedule = \$ raise + Step 3						

Formula C - Used in 2016 to reflect Leg Ed Package - Flat rate - New teach = Raise - \$120.00

**EXTRA DUTY SCHEDULE**

**2018-2019**

The base salary for calculation of extra duty salary includes both the salary increase and the wellness incentive. To determine the point value for extra duty salaries, each point will equal 1.3 percent of the extra duty base salary. The extra duty base salary represents the previous year's extra duty base salary plus the full % raise teachers received. 2018-19 =  $\$39,778$  (17-18 extra duty base)  $\times$  1.026 (2.6% raise) =  $\$40,812$   $\times$  1.3% = **\\$ 531** per unit. The extra duty base salary will increase at a rate equal to the average teacher salary increase. *The extra duty base salary is not the base salary on the teacher hiring schedule.*

<b>POSITION</b>	<b>POINTS</b>	<b>SALARY 2018-19</b>
<b>FOOTBALL</b>		
Varsity – Head	13	\$6,903
Varsity – Assistant	8	\$4,248
Sophomore	8	\$4,248
9 <sup>th</sup> Grade	6.5	\$3,452
8 <sup>th</sup> Grade	5.5	\$2,921
7 <sup>th</sup> Grade	5.5	\$2,921
<b>BASKETBALL</b>		
Varsity – Head	14	\$7,434
Varsity – Assistant	8	\$4,248
Sophomore	8	\$4,248
9 <sup>th</sup> Grade	7	\$3,717
7-8 <sup>th</sup> Extramural	6	\$3,186
<b>WRESTLING</b>		
Varsity – Head	13	\$6,903
Varsity – Assistant	8	\$4,248
Middle School – Head	6	\$3,186
Middle School – Assistant	5	\$2,655
Combination MS/HS Assistant	4	\$2,124
<b>TRACK</b>		
Varsity – Head (boys & girls)	13	\$6,903
Varsity – Assistant	8	\$4,248
7-8 <sup>th</sup> Grade	4.5	\$2,390
<b>CROSS COUNTRY</b>		
Varsity – Head (boys & girls)	9	\$4,779
Varsity – Assistant	6	\$3,186
<b>SOCCER</b>		
Varsity – Head (boys & girls)	9	\$4,779
Varsity – Assistant	6	\$3,186
<b>TENNIS</b>		
Varsity	8	\$4,248
Assistant Varsity	5	\$2,655
<b>GOLF</b>		
Varsity	8	\$4,248
Assistant Varsity	5	\$2,655

<b>POSITION</b>	<b>POINTS</b>	<b>SALARY 2018-19</b>
<b>GYMNASTICS</b>		
Varsity – Head	13	\$6,903
Varsity – Assistant	8	\$4,248
<b>VOLLEYBALL</b>		
Varsity – Head	13	\$6,903
Varsity – Assistant	8	\$4,248
9 <sup>th</sup> Grade	7	\$3,717
7-8 <sup>th</sup> Grade	6	\$3,186
<b>CHEER/DANCE</b>		
Head Competitive Cheer	8.5	\$4,514
Fall Sideline Advisor	1	\$531
Winter Sideline Advisor w/o Wrest	3.25	\$1,726
Winter Sideline Advisor w/Wrest	4.25	\$2,257
Assistant Competitive Cheer	5.5	\$2,921
Head Competitive Dance	8.5	\$4,514
Assistant Competitive Dance	5.5	\$2,921
<b>ATHLETIC TRAINER</b>		
Head/3 Seasons (Points per season)	8	\$4,248
Asst/3 Seasons (Points per season)	6	\$3,186
<b>HS STUDENT SENATE</b>		
	4	\$2,124
<b>MS STUDENT SENATE</b>		
	3	\$1,593
<b>SPECIAL OLYMPICS COACH</b>		
Special Olympics Assistant Coach	6	\$3,186
	4	\$2,124
<b>COLONY TEACHERS</b>		
	2.5	\$1,328
<b>OUR HOME TEACHERS</b>		
	1	\$531
<b>STRENGTH &amp; CONDITIONING</b>		
Each Season	3	\$1,593
<b>HIGH SCHOOL</b>		
Vocal Music Director	8.5	\$4,514
Band Director	11	\$5,841
Summer Band	3	\$1,593
Marching Band Assistants	8	\$4,248
Musical Production Advisor		
(as needed)	4	\$2,124
Musical Orchestra Advisor		
(as needed)	2	\$1,062
Orchestra Director	7	\$3,717
Debate Director	13	\$6,903
Debate Assistant	8	\$4,248
One-Act Play	4	\$2,124
Assistant Director/1-Act Play	3	\$1,593
Three-Act Play	4	\$2,124
Assistant Director/3-Act Play	3	\$1,593
Oral Interp/Per Division	1.75	\$929
Yearbook Advisor	7	\$3,717

POSITION	POINTS	SALARY 2018-19
Newspaper Advisor	7	\$3,717
FFA Advisor	3	\$1,593
FBLA Advisor	3	\$1,593
Video Productions	3	\$1,593
Quiz Bowl Advisor	3	\$1,593
Key Club Sponsor		
(½ to be paid by the district ½ to be paid by Kiwanis Club)	3	\$1,593
National Honor Society	3	\$1,593
International Club	3	\$1,593
Pep Club	3	\$1,593
<b>MIDDLE SCHOOL</b>		
Band Director	6.5	\$3,452
Vocal Music Director	4.5	\$2,390
Orchestra Director	4	\$2,124
MS Play	3	\$1,593
Tiger Cub Follies	1.5	\$797
Oral Interp	3	\$1,593
Newspaper Advisor	2.5	\$1,328
Memory Book	2.5	\$1,328
Destination Imagination	3	\$1,593

**WORK ASSIGNMENTS FOR ATHLETIC EVENTS:**

Workers will be paid \$32 per session for working at varsity football, basketball, wrestling, gymnastics, volleyball, cross country, and track. Workers will be paid \$36 per session for working at "AA" district/regional, "A" and "B" regional and state tournaments in all of the above sports.

A session is defined as an event scheduled to last approximately 3 hours. Some events will count as 1/2 credit. A complete listing of events is available in the activities director's office, the business manager's office, and each building.

**WORK ASSIGNMENTS FOR BENCH HELP:**

Bench help, defined as main clock operator and scorers, will be paid \$38 per session for working at varsity football, basketball, wrestling, gymnastics, and volleyball.

Bench help will be paid \$44 per session for working "AA" district/regional, "A" and "B" regional tournaments in all of the above sports.

Bench help will be paid \$51 per session for working state tournaments in all of the above sports.

Bench help for cross country will be paid only for ESD, Huron Invitational, and state meets.

**DRIVER EDUCATION SALARY:**

Salary for driver education is \$28.40 per hour. The driver education instructor's base pay will increase at a rate equal to the average teacher salary increase each year.



**LONGEVITY SCHEDULE**

In addition to the base extra duty allowance, the following experience schedule will apply:  
(effective date - 1981-82 school year)

<b>EXPERIENCE STEP</b>	<b>EXTRA ALLOWANCE</b>
0	1.00 x extra duty salary
1	1.02 x extra duty salary
2	1.04 x extra duty salary
3	1.06 x extra duty salary
4	1.08 x extra duty salary
5	1.10 x extra duty salary
6	1.12 x extra duty salary
7	1.14 x extra duty salary
8	1.16 x extra duty salary
9	1.18 x extra duty salary
10	1.20 x extra duty salary

All extra duty assignments will start on Step 0 in 1980-81. The second year (1981-82) of experience in the particular coaching area will advance the contract to Step 1, etc. Credited experience for teachers new to the system will be at the discretion of the board of education or its designee.

Experience will apply only in the specific activity.

## 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.

Each succeeding year they shall accumulate sick leave according to the above schedule.

- 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 will be paid \$60.00 (sixty dollars) per day for each day of earned accumulated sick leave that is eligible for carryover, a maximum of 120 days, when they end employment. Ending employment may be due to retirement, resignation, or any other reason.

Contracted teachers with less than a full-time contract will be paid for each day on a percentage basis equal to the percent of their contract when they end employment.

# Huron School District 2-2

150 5<sup>th</sup> St SW – PO Box 949  
Huron, South Dakota 57350-0949

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

**Kelly Christopherson**  
Business Manager

Date: April 11, 2018

To: School Board Members  
Terry Nebelsick, Superintendent

From: Kelly Christopherson 

RE: Property & Liability Insurance

---

The District's Property & Liability insurance renewal for 2018-2019 is \$164,986. This is about \$4,800 more than last year, a 3% increase. There are some things to note as follows:

- This year the property/liability fund is implementing a separate wind/hail deductible of \$20,000 for buildings. Autos will continue to have their own deductible.
- An endorsement to exclude cosmetic damage on wind/hail losses is also being implemented. This limitation does not apply to those portions of a roof which are visible from the ground or an adjacent building, which means if the damage can be seen from the ground they will fix that portion of the building even if it is structurally sound.
- Rick Long at American Trust Insurance received \$7500 for his services this year and is willing to be our local agent during 2018-2019 for \$7500.

I recommend renewing the coverage.



# Huron School District

Associated School Boards Property/Liability Fund

Renewal Proposal

Policy Period: July 1, 2018 - June 30, 2019

Effective Date: 7/1/2018

## Table of Contents

Executive Summary	3
Service Providers	5
Additional Program Benefits	6
Cyber Liability	7
Property Coverage (Including Vehicle Damage and Equipment Breakdown/Boiler & Machinery)	8
Crime Policy	13
General Liability	15
School Board Legal and Employment Practices Coverage	16
Cost of Defense Coverage	17
Automobile Liability	18
Deductible & Limits Summary	19
Premium Summary - Invoice	20
Current Participating Members	21

## 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.

We would like to welcome back Arthur J. Gallagher Risk Management Services, Inc. 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 the new formula allows for a greater level of equity among member school districts and provides greater risk sharing among our member school districts.

The majority of increases to school district premium in the fund calculated to a minimum of 2% and a maximum of 5% for 2018-2019.



### *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 25 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 forty 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.

Ken Bridger  
Risk Manager  
Associated School Boards of South Dakota  
605-773-2511  
ken.bridger@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
    - Hartford Fire Insurance Company (The Hartford)
      - Includes Boiler & Machinery Coverage
  
  - Liability (Quota Share 70%/30%)
    - Great American Insurance Group (70%)
    - Scholar Reinsurance (30%)
  
- Cyber Liability
  - Underwriters at Lloyd's of London
  
- Crime Carrier
  - National Union Fire Insurance Company of Pittsburg, PA (AIG)
  
- AON Global Risk Solutions
  - Actuarial services
  
- Eide Bailly, LLP
  - Audit Firm

## 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 three year cycle, an updated appraisal and value of their buildings at no charge.
  - ASP Property/Liability Fund **does not** have a coinsurance provision, that means if a building is insured for \$15,000,000 and a cover peril completely destroys a building, and it costs \$18,000,000 to replace, the fund will still pay full replacement cost.
  - We feel it is an important provision to give school administrators a sense of peace knowing their buildings are completely covered.
  
- SafeSchools
  - We have partnered with *SafeSchools* to allow our school districts access to online safety training videos geared specifically to school districts. The video library will be accessible by our membership at **no charge**.

## Cyber Liability

Claims Made and Reported

Retroactive Date: 7/1/2018

Pending & Prior Date: Full Prior Acts

Coverages and Limits:

Description of Coverage	Amount of Limit (Each Claim)
Privacy Liability	\$1,000,000
Breach Notification	\$1,000,000
Media Liability	\$1,000,000
System Damage & Business Interruption	\$1,000,000
Regulatory Proceeding	\$1,000,000
Threats & Extortion	\$1,000,000
Payment Card Industry Fines or Penalties	\$1,000,000
Policy Aggregate	\$1,000,000

### Member Deductibles

Member Cyber Liability: \$1,000 Each Claim

## Property, Inland Marine, Auto Physical Damage and Equipment Breakdown

### Coverages and Limits:

Description	Limit (Per Occurrence unless otherwise noted regardless of the amount 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
<b>Business Income Coverage Form</b>	
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
<b>Extra Expense Coverage Form</b>	
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
<b>Equipment Breakdown Coverage Form (Boiler &amp; Machinery). Please note Boiler inspections are scheduled on behalf of districts</b>	
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
<b>Builder's Risk Form-In Any One Occurrence</b>	
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)
<b>General Liability Aggregate Limit Per Year</b>	<b>Unlimited</b>
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 added 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: Huron School District

<i>Description</i>	<i>2018-2019 Renewal Premium</i>
Property Premium	\$103,941.00
Liability Premium	\$61,045.00
<b>Premium Grand Total</b>	<b>\$164,986.00</b>

## Current Participating Members

ASB Property/Liability Fund 2018-2019	
Alcester-Hudson School District	Leola School District
Baltic School District	Lyman School District
Bennett County School District	Marion School District
Big Stone City School District	McIntosh School District
Bison School District	Meade School District
Cornbelt Educational Cooperative	Menno School District
Custer School District	New Underwood School District
Doland School District	Northwest Area Ed Coop
Douglas School District	Northwestern Area School District
Dupree School District	Oelrichs School District
Edgemont School District	Oglala Lakota County School District
Elk Point-Jefferson School District	Scotland School District
Eureka School District	Sisseton School District
Faith School District	Spearfish School District
Frederick Area School District	Stanley County School District
Herreid School District	Timber Lake School District
Hot Springs School District	Todd County School District
Huron School District	Tripp-Delmont School District
Ipswich School District	Wall School District
Kadoka Area School District	Watertown School District
Kimball School District	Wessington Springs School District
Lead-Deadwood School District	Wilmot School District
Lemmon School District	Winner School District

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, 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. Generally, exclusions from coverage are intended as warranties.

3.1.b. In order to determine the extent of any exclusion, you 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 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. Evaluation and establishment of reserves for claims.

4.2. Investigation and adjusting of claims.

4.3. Auditing claim losses and expenses incurred prior to making final payment.

4.4. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.

- 4.5. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 4.6. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.7. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.8. 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.
- 4.9. Providing such reports and documentation as required by any Master Contract.
- 4.10. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.11. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.12. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.13. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.14. 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.
- 4.15. Developing programs for TRUST expansion.
- 4.16. 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.
- 4.17. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.18. Retaining and authorizing outside legal and financial assistance.
- 4.19. Costs for administrative services provided to MEMBER DISTRICTS will be in an amount not to exceed ten percent (10%) of annualized contribution earned and to include local agent fees if any.
- 4.20. 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. 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 WITHDRAWAL AND TERMINATION

6.1.a. A MEMBER may **withdraw** from membership **at any time** during the coverage year by giving notice in writing not less than sixty (60) days prior to the effective date of termination of coverage. In the event of early withdrawal by providing the sixty (60) day notice established in this section, the MEMBER shall be entitled to the return and refund of seventy-five percent (75%) of its current contribution prorated to the date of withdrawal. Early termination of coverage shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves.

6.1.b. A MEMBER must provide written notice of its intention of receiving bids or quotes for a subsequent coverage year, **no later than February 1 of any coverage year**. Failure of a MEMBER to provide written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 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.

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 IMMEDIATELY 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.

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 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

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

BE IT HEREBY MOVED AND RESOLVED by the Huron 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, 2018, to 12 midnight CST, June 30, 2019. 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 \$164986.

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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Business Manager



**CORE Educational Cooperative**  
**PO Box 518**  
**Platte, SD 57369**  
**Service Agreement**  
**#CORE2019-002**

CORE Educational Cooperative  
PO Box 518  
Platte SD 57369

Huron School District  
150 5<sup>th</sup> Street SW  
Huron, SD 57350

(Hereinafter referred to as Provider)

(Hereinafter referred to as Agency)

The Provider hereby enters into an Agreement for Services with the Agency.

Dates for Services will be August 1, 2018 through May 30, 2019.

I. The Provider:

A. The Provider's Federal Identification Number or Social Security Number is #81-4455958

B. The Provider agrees to provide the services as follows:

- Speech and Language Services at a rate of \$400.00 per day and \$0.42 per mile.
- If services are provided by an SLPa, the daily rate will be \$250.00 and \$0.42 per mile.

1. The Agency:

The Agency will make payments on the services upon an invoice received from the provider.

Services will be reimbursed as follows:

The Agency will make payments on the services upon an invoice received from the provider in the amount of \$400.00 per day and \$0.42 per mile. Invoices will begin September 15, 2018 and will end May 30, 2019.

2. Amendment Provision:

This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.

In witness hereto the parties signify their agreement by signature affixed below:

\_\_\_\_\_  
Provider Signature      Date  
CORE Educational Cooperative  
PO Box 518  
Platte, SD 57369

\_\_\_\_\_  
Agency Signature      Date  
Huron School District  
150 5<sup>th</sup> Street SW  
Huron, SD 57350