

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

Vision: *Respect - Pride - Excellence for All*

AGENDA
BOARD OF EDUCATION - REGULAR MEETING
Instructional Planning Center/Huron Arena
April 8, 2019
5:30 p.m.

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

April 8 & 9	2 nd /3 rd Grade Parent/Teacher Conferences 3:30 – 6:45
April 9	School Board Election
April 19	Holiday Break – No School
April 22	Vacation Day – No School
April 23-Tuesday	Board of Education Meeting – 5:30 p.m. – IPC
May 1	Early Release
May 13	Board of Education Meeting – 5:30 p.m. – IPC 0
May 20	Athletic Awards Program 7:00 p.m. – HHS Auditorium
May 22	Baccalaureate 8:00 p.m. – Huron Arena
May 26	Graduation 2:00 p.m. – Huron Arena
May 27	Memorial Day Holiday – No School
May 28-Tuesday	Board of Education Meeting – 5:30 p.m. – IPC
June 3	8 th Grade Promotion – 7:00 p.m. – HHS Auditorium
June 6	Last Day of School Due to 7 Snow Days
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) **Approval and/or Correction of Minutes of Previous Meetings**
 - b) **Consideration and Approval of Bills**
 - c) **Approval and/or Correction of the Financial Report**
 - d) **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) Cheryl Styer / Substitute Bus Driver / \$25.00 per hour
 - 2) Lindsey Kasperson / Substitute Teacher - \$120 per day / Substitute Para-Educator - \$13.98 per hour
 - e) **Contracts for Board Approval**
 - 1)

f) **Resignations for Board Approval**

1) Judy Schorzmam / Food Service-Washington Lunch Server / 4 years

g) **Classified Request to be Recognized for Negotiations Purposes**

- Custodial and Maintenance Personnel – Dean Hirschhorn
- Food Service Personnel – Vicky Davis and Janet Johnsen
- Full-Time Personnel – Tonya Whitmore and Pam Biel
- Para-Educators
 - Building Secretaries – Angie Boetel and Mandy Hofer
 - Instructional Aides – Pat VanVleet, Joyce Maras, Dayna Winter, and Robert Brooks

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

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

- The following varsity teams/groups have achieved a combined grade point average of 3.0 or higher & are eligible to receive the South Dakota High School Activities Association Academic Achievement Award:

One-Act Play
 Gymnastics Team
 Wrestling Team
 Debate I Individual Events
 Girls Basketball Team
 Boys Basketball Team
 Girls & Boys Basketball Cheerleaders
 All State Band
 Vocal Solo-Ensemble Group
 Band Solo-Ensemble Group
 Orchestra Solo-Ensemble Group

- **Kobe Busch (11) – 1st Team All State Boys’ Basketball**
- **Teegan Evers (11) – 2nd Team All State Boys’ Basketball**
- **Huron High School Student Council – Outstanding Student Council Award winner**

THANK YOU TO:

- **Dakota Energy** for their presentation to the Madison 3rd graders
- **SD Symphony** for coming to perform for the 2nd & 3rd grade students
- **Riverview United Methodist Church Missions and the Presbyterian Retired Teachers** for supplies they donated to the Madison 2-3 Center
- Thank you to the **Teachers and Staff at the Washington 4-5 Center** for working hard to have successful Parent/Teachers conferences on April 1st and 2nd
- Thank you **Dianne Tapken** for arranging all the interpreters to be at these conferences. It takes a lot of work and teamwork to make this happen.
- Buchanan would like to thank the **Riverview United Methodist Church** for their donation of various school supplies and clothing.

10. REPORTS TO THE BOARD

- a) Good News Report – Madison 2-3 Center – Mentor Program – HMS/Madison 2-3 Center - Shelly Fuller and Heather Sieh
- b) Project “Lead the Way” – Jolene Konechne & Linda Pietz
- c) Business Manager’s Report
- d) Superintendent’s Report
 - ❖ 8th Grade Promotion – Rescheduled for Monday, June 3, 2019

11. OLD BUSINESS

- a)

12. NEW BUSINESS

- a) Health Insurance Renewal for 2019-2020
- b) Worker’s Compensation Agreement 2019-2020 – Including coverage for volunteers and school board members
- c) Policy GDBA-4(N) – Bus Driver Hiring Schedule - Introduction

13. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:
(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

14. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: *March 29, 2019*

Applicant Information

Applicant Name: *Cheryl Styer*

Address: *930 Utah SE*

Phone: *605-350-5970*

Education: *Stewart's Hair Styling Academy, Sioux Falls*

Experience: *Bus driver for Huron School District, Hamlin School District, Brandon Valley School District*

References: *Jared Beck, George North, Betty Kelly*

Reason for New Hire: *Building up pool of substitute bus drivers.*

New Position:

Replacement:

Position Information

Department: *Transportation*

Position: *Sub Bus Driver*

Supervisor: *Kathie Bostrom*

Responsibilities: *Sub Bus driver*

Hours: *Vary*

Hiring Information

Wages: *\$25 an hour*

Classification: *Class 4*

Wage Justification: *2018-2019 Hiring Schedule for Sub. Drivers.*

Start Date: *April 1, 2019*

Requested by: *Kathie Bostrom*

April 1, 2019

TO: Carol Tompkins, Nutrition Director

From: Judy Schorzmann

Re: Position at Washington School

Due to the fact that I'm scheduled for knee surgery on April 16, 2019, my last day of work as server for 2 ½ hours a day at Washington school will be on Friday, April 12, 2019.

The recuperation time for knee surgery is at least 2 months which extends past the end of the school year for 2018-19.

Respectfully

A handwritten signature in cursive script that reads "Judy Schorzmann".

Judy Schorzmann

Cc: Karla Sawvell
Kelly Johnson



SCHOOL DISTRICT
Business Office

Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: March 29, 2019

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson *KC*

RE: Health Insurance

The District's Health Insurance Committee received the renewal information on March 26, 2019 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2019-2020. The District also currently purchases property, liability, and worker's compensation insurance from the ASBSD Protective Trust.

The committee's recommendation is to accept the renewal offer from the ASBSD Protective Trust. The renewal is a 0% increase on our current rates and no changes to the coverage.

Single coverage is \$726; Employee + 1 coverage is \$1451; Employee and dependents coverage is \$1313; and Family coverage is \$1813.

**ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the Huron School District School Board of the Huron School District, acting in pursuant to SDCL ch. 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 South Dakota School District Benefits Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that the Protective Trust Joint Powers Agreement and Bylaws are hereby adopted, and further that actions taken under the ASB Protective Trust Joint Powers Agreement and Bylaws and the South Dakota School District Benefits 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 to the Board for approval prior to execution by the Superintendent and Business Manager.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits 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 in any manner the benefits, contributions, or obligations arising under the Health Benefits Fund shall be submitted to the Board for approval prior execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2019 to 12 midnight CST, June 30, 2020. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

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 Fund Board, including termination contribution, 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 _____, 2019, at _____ South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School District School Board in open session at a regularly-called meeting on the _____ day of _____, 2019.

Business Manager

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
PARTICIPATION AGREEMENT

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

WHEREAS, the DISTRICT is desirous of receiving health benefit coverage as provided in this Agreement and the "SUMMARY PLAN DESCRIPTION" (hereinafter "SPD"), incorporated herein by this reference, for each named employee eligible for coverage and listed on the "Enrollment Form" provided by the EMPLOYER (hereinafter "COVERED EMPLOYEE");

WHEREAS, the SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND (hereinafter "Benefit Fund") exists for the purpose of providing health care coverage for MEMBER DISTRICT employees; and WHEREAS, the ASSOCIATED SCHOOL BOARDS OF SOUTH DAKOTA (hereinafter "ASBSD") has been designated as the "Trust Administrator" herein;

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, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "Trust").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. The contribution is paid monthly. Coverage shall be on a monthly basis. **The District shall make their monthly contribution prior to the first of the month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

1.7. Date of Termination -- A date not less than sixty (60) days from receipt of notice of termination by the Trust Administrator.

1.8. Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from a MEMBER for a specific month.

1.9. Health Care Coverage or Plan -- Health care benefits, as elected by the Plan Sponsor, and employee, may include medical and life, as provided in the then current version of the applicable "SUMMARY PLAN DESCRIPTION" for the plan the employee is enrolled at the time of a claim, including amendments thereto, and as further defined and limited in this Agreement and the Trust Bylaws.

1.10. Total Earned Contribution -- Active Employee, Retiree and COBRA revenue received by the FUND from all MEMBERS in aggregate on an annual basis.

1.11. Trust Administrator -- Associated School Boards of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contributions shall be paid in accordance to the provision in Section 1.6. The amount of contribution required 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. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. Contributions are paid monthly. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.

2.2. The EMPLOYER shall track and maintain employee eligibility at all times in accordance to the **ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST ADMINISTRATIVE PROCEDURES FOR ELIGIBILITY FOR GROUP HEALTH COVERAGE** document contained within the SPD and adhere to the EMPLOYER'S own expressly stated hours of eligibility and effective date of coverage within the guide. The EMPLOYER shall notify the FUND through the EMPLOYEE enrollment or change in eligibility process of any employee change in eligibility at the end of each month. If it is discovered that any claims have been paid by the FUND or the FUND's stop loss carrier on a non-eligible employee, such claims shall be the responsibility of the EMPLOYER, who shall reimburse the FUND and/or the FUND's stop loss carrier, whichever is applicable, for all such paid claims.

2.3. In addition to executing and returning this Agreement and its attachments and promptly complying with the requirements of the ASB Trust Bylaws, the EMPLOYER shall provide the Trust Administrator with a completed enrollment form for each eligible employee when hired or added and provide monthly notice of and date that each eligible employee is terminated, deleted, or removed from the group along with the payment of the contribution.

2.4. The EMPLOYER will keep all medical information regarding a covered employee separate from the employee's personnel file and will comply with the provisions of the Americans with Disabilities Act and state law with respect to confidential medical information.

2.5. Each EMPLOYER shall provide timely notice of coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to each employee who loses health coverage under the Benefit Fund or whose eligible spouse or eligible dependents lose health coverage under the Benefit Fund and shall provide to the Trust Administrator a copy of the affected employee's or qualified beneficiary's written election to continue or decline coverage under COBRA. Failure of the EMPLOYER to give timely notice of COBRA coverage to an eligible employee or qualified beneficiary shall result in the EMPLOYER being responsible for providing COBRA continuation coverage for any affected employee or qualified beneficiary. The cost for continuing coverage under COBRA shall be no more than one hundred two percent (102%) of the rate for the affected employee's or qualified beneficiary's coverage. Payment of contributions for continuing coverage under COBRA is the affected employee's responsibility or, if elected by the EMPLOYER, the EMPLOYER's responsibility. Failure of the affected employee to make timely payment shall terminate COBRA coverage. Payment made by the affected employee must be received within the allowable timeframe according to COBRA regulations.

2.6. The EMPLOYER shall provide a copy of the then current and applicable SUMMARY PLAN DESCRIPTION to each covered employee and may advise the employees that this Participation Agreement together with the ASB Trust Bylaws apply to the employee's coverage and are available for inspection without charge during business hours at the EMPLOYER'S business office. The EMPLOYER shall advise all covered employees that the provisions of this Participation Agreement and the ASB Trust Bylaws are binding requirements of coverage, and that the SPD is only a description of benefits.

2.7. The EMPLOYER agrees to not knowingly allow any condition to exist in the workplace which is detrimental to the health and safety of the covered employees. The EMPLOYER agrees to allow the Benefit Fund, its Trust Administrator, Claims Supervisor, or the designee of any of them, to inspect the EMPLOYER'S premises in order to determine whether any condition detrimental to the health of the covered employees exists. The EMPLOYER acknowledges that neither the Trust Administrator nor the Claims Supervisor is obligated to make any inspection or recommendation with regard to health and safety conditions.

SECTION III OBLIGATIONS OF THE BENEFIT FUND

3.1. The Benefit Fund agrees to provide coverage for eligible claims by covered employees timely submitted as described in the applicable SPD for the plan in which such covered employee is enrolled at the time of a claim.

3.2. The Benefit Fund shall provide to the EMPLOYER an adequate number of claim forms for use by covered employees in submitting claims.

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. Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- 4.4. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 4.5. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.6. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.7. 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.
- 4.8. Providing such reports and documentation as required by any applicable Summary Plan Description.
- 4.9. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.10. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.11. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.12. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.13. 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.
- 4.14. Developing programs for TRUST expansion.

- 4.15. Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.
- 4.16. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.17. Retaining and authorizing outside legal and financial assistance.
- 4.18. 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
- 4.19. An annual audit will be performed in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

- 5.1. This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**
- 5.2. Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day. Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30th** of any coverage year. Failure to notify the Trust Administrator as provided herein is 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.

Non-timely notice of termination of participation

- 5.3. The participating MEMBER shall notify the Trust Administrator at least sixty (60) days prior to the termination date of this Participation Agreement of its intention to discontinue participation. In the absence of such timely notice, payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Non-timely notice of terminating coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Non-timely notice

of termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

Early termination of participation

5.4. In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a thirty (30) day written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. **See Appendix A for example.**

Regular termination of participation

5.5. Termination of this Agreement shall not relieve the participating MEMBER of its obligation to ensure the MEMBER is leaving the FUND in sound financial position and at least one of the following provisions will be enforced upon termination:

1.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is less than twelve (12%) of the FUND's audited Total Earned Contribution for that fiscal year the MEMBER will be responsible for additional Earned Contribution before fully terminating from the FUND. The terminating MEMBER will be responsible for a pro-rated amount of the difference between the product of twelve percent (12%) of Total Earned Contribution less the actual audited ending Net Position for that fiscal year. The difference will be multiplied by the MEMBER'S percentage of overall Earned Contribution the terminating entity contributed to the FUND'S Total Earned Contribution for that fiscal year. In addition, the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the fund. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix B for example.

2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve (12%) of Total Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

See Appendix C for example.

Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the

balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

5.6. Termination of this Agreement shall not relieve the participating MEMBER of its obligation to pay contributions through the date of termination of the agreement and assessments made against MEMBERS, which occurred during the MEMBER'S participation, nor shall it relieve the participating MEMBER of any continuing obligation assumed through their adoption of the ASB Trust Bylaws. The fund reserves the right to require additional or supplemental contributions, in the form of a member assessment, from each participating MEMBER for any fund year in which the initial contributions are inadequate to pay benefits, costs of operation or other expenses of the program subject unless limited to provisions of the Assessment Memorandum of Understanding entered into in Fiscal Year 2017. Such additional or supplemental contribution may be assessed within the immediate subsequent fund year upon any MEMBER who participated in the fund during the previous such fund year in which there are inadequate contributions, regardless of whether MEMBER is participating in the fund at the time of such member assessment.

In WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the South Dakota School District Benefits Fund as indicated below.

Huron School District

School Superintendent

Date

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

Business Manager

Date

Appendix A

School District A example for Section 2.9 & 5.4 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1:	\$11,122,833
Target Ending Net Position for FY 2XX1:	\$1,334,740
Target % of Net Position to Total Earned Contributions:	12%

Example Actual Ending Net Position for FY 2XX1:	\$900,000
Actual % of Net Position to Total Earned Contributions:	8%

Target Ending Net Position for FY 2XX1:	\$1,334,740
Actual Ending Net Position for FY 2XX1:	<u>\$900,000</u>
Difference	\$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Section 2.9 & 5.4 example:

Highest one month of premium times three:	\$29,813 x 3= \$89,439
Responsibility to leave the fund in sound financial position:	\$13,042
Total Termination Responsibility:	<u>\$102,481</u>

Appendix B

School District A example for Section 5.5 (termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of less than 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833
 Target Ending Net Position for FY 2XX1: \$1,334,740
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$900,000
 Actual % of Net Position to Total Earned Contributions: 8%

Target Ending Net Position for FY 2XX1: \$1,334,740
 Actual Ending Net Position for FY 2XX1: \$900,000
 Difference: \$434,740

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

\$13,042 (\$434,740 x 3%)

Total Termination Contribution amounts for Section 5.5 example:

Highest one month of premium times two: \$29,813 x 1 = \$29,813
 Responsibility to leave the fund in sound financial position: \$13,042
Total Termination Responsibility: \$42,855

Appendix C

School District A example for Section 5.5.1 (termination with Net Position greater than 12% of the Total Earned Contribution.

Month	Earned Premium	
July	\$27,491	
August	\$27,675	
September	\$27,583	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

FUND Ending Net Position example of greater 12% of Total Contributions Earned

Total Contributions Earned for FY 2XX1: \$11,122,833
 Target Ending Net Position for FY 2XX1: \$1,334,740
 Target % of Net Position to Total Earned Contributions: 12%

Example Actual Ending Net Position for FY 2XX1: \$2,002,110
 Actual % of Net Position to Total Earned Contributions: 18%

Target Ending Net Position for FY 2XX1: **Not Applicable**
 Actual Ending Net Position for FY 2XX1: **Not Applicable**
 Difference: **Not Applicable**

School District A % of overall Total Earned Contribution: 3%

School District A responsibility to leave the fund in sound financial position:

Not Applicable

Total Termination Contribution amounts for Section 5.5.1 example:

Highest one month of premium time two: \$29,813 x 1 = \$29,813
 Responsibility to leave the fund in sound financial position: **Not Applicable**
Total Termination Responsibility: \$29,813



SCHOOL DISTRICT
Business Office

Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: March 29, 2019

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson *KC*

RE: Worker's Compensation Insurance and Property & Liability Insurance

The District's Worker's Compensation insurance renewal for 2019-2020 is approximately \$124,000, the same as last year. The ASBSD Work Comp fund is doing really well financially and rates were lowered for all participants this year. In addition this year we received rate relief of \$42,000 because the work comp fund has plenty of cash on hand.

The District's Property & Liability insurance renewal for 2019-2020 is not complete yet and will be coming.

I recommend renewing the Work Comp coverage, including the coverage of School Board Members and volunteers.



ASSOCIATED SCHOOL BOARDS

**PROTECTIVE
TRUST**

HURON SCHOOL DISTRICT

Associated School Boards Workers' Compensation Fund

Renewal Proposal

Policy Period: July 1, 2019-June 30, 2020

Executive Summary

We appreciate the opportunity to present the Associated School Boards Workers' Compensation Fund renewal to you. The Workers' Compensation Fund performs at a very high level and is very strong financially. The fund typically outperforms commercial carriers and their respective loss ratios.

Risk Pooling 101

ASB Workers' Compensation Fund is a partially self-insured fund providing workers' compensation benefits to South Dakota School Districts. We are partially self-insured because we have a reinsurance carrier in place for claims that exceed our self-insured retention. The reinsurance mechanism transfers risk to a commercial reinsurance carrier and caps our exposure to catastrophic losses.

We employ actuaries, auditors, underwriters and other service providers to ensure the fund is staying strong financially. We look like and use the same methodologies as a commercial insurance carrier, but we are 100 percent owned by our members. The Fund does not have a profit margin or commission goals to meet. Any excess equity is retained by the fund.

We have mechanisms built in to help smooth yearly increases to keep the cost of your district's work comp coverage affordable and predictable.

ASB Workers' Compensation Fund's Broad Service Platform

While focusing on the specific areas mentioned above, the proposal also contains details describing the ASB Workers' Compensation Fund's extensive service platform – a platform which we believe was created with our district members in mind.

Our services have continually evolved over our 25+ year history, and are regularly enhanced based on direct feedback from our members. Each service has been created to address one or all of the following:

- Eliminate administrative costs to your school district
- Reduce or eliminate the potential for claims or losses through on-site loss control
- Reduce the amount of reserves on your claims
- Provide financial protection for areas of exposure

ASB Workers' Compensation Fund keeps business local to South Dakota

ASB Workers' Compensation Fund recognizes the importance to keeping business local to South Dakota. ASB Workers' Compensation Fund is administrated by *Associated School Boards of South Dakota* and our office is located in Pierre, SD.

Our third-party claims administrator is *Claims Associations, Inc.* based in Sioux Falls, SD. Our loss control specialists is *Safety Benefits, LLC* located in Mitchell, South Dakota.

In addition, the ASB Workers' Compensation Fund has approximately \$15 million in the South Dakota banking system.

2019-2020 Renewal Information

Last year we announced an AED grant program and provided over 80 AEDs and South Dakota school districts. We plan to keep the program running into the indefinite future.

Each district's Experience Modification is generated by our actuaries and we capped Experience Modification changes at +/-10 percent.

In addition to the capped Experience Modification, we held the change for the rate per \$100 of payroll charged to districts at +/-10 percent.

We do recognize investment revenue and apply the discount accordingly. The investment yields are recognized on an offset of expected claim expense provided by our actuaries. We then use your experience modification, claim history, and estimated payroll exposure to calculate renewal contributions.

Premium Stabilization Reserve (PSR)

The **Premium Stabilization Reserve** was started in 2018-2019 fund year. The Fund is in such outstanding financial shape the Board of Directors, at the recommendation of the ASB Workers' Compensation Advisory Committee committed \$3 million of Net Position to be used to offset rates for the next five years. That means we are giving \$600,000 back to members of the Workers' Compensation Fund in rate relief from accumulated equity.

We allocated the \$3 million to each member based on accumulated annual contributions. After we applied the pro-rated \$600,000 for 2018-2019 it gave our members a change in their workers compensation rate per \$100 of payroll in a range from -56-8% to 3.5%.

The ASB Workers' Compensation Fund is in great shape and we feel like our on-site loss control services, coupled with our local presence in South Dakota make this a very competitive solution for South Dakota School Districts.

Cordially yours,



Holly Nagel
Chief Financial Officer
Director of Protective Trust Services
Associated School Boards of South Dakota

Workers' Compensation Coverage

HURON SCHOOL DISTRICT

Date Due: August 1, 2019

Coverage and Limits:

Description	Premium
Workers' Compensation	Coverage A---Statutory Coverage B---\$2,000,000
2019-2020 Estimated Payroll	\$16,650,000
2019-2020 Estimated Contributions before PSR	\$166,592
2019-2020 Rate change from 2018-2019 per \$100 of payroll before PSR	-3%
Share of Premium Stabilization Reserve (PSR) applied for rate relief	\$42,146
2019-2020 Rate per \$100 of payroll <u>after PSR</u>	.747
2019-2020 Estimated Contributions <u>after PSR</u> Total Amount Due:	\$124,446

Please see the last page for the detailed calculation use to arrive at your 2019-2020 estimated contribution.

Coverage A—Workers' Compensation	Statutory
Coverage B—Employers Liability	
Bodily Injury by Accident (each accident)	\$2,000,000
Bodily Injury by Disease (policy limit)	\$2,000,000
Bodily Injury by Disease (each employee)	\$2,000,000

Conditions of Quote, Coverages, or Binding:

- Self-Annual Payroll Audit

Exclusions include, but not limited to:

- Compliance with applicable trade sanction laws

Claims Reporting

- Report all Workers' Compensation First Report of Injury Forms to claims@claimsassoc.com within 7 days.

ASB Workers' Compensation Fund Service Providers:

- Associated School Boards of South Dakota
 - Fund Administrator
- Claims Associates, Inc.
 - Third-Party Claims Administrator
- Arthur J. Gallagher & Company
 - Property/Liability & Workers' Compensation Broker
- Safety National Casualty Corporation
 - Reinsurance Carrier
- AON Global Risk Solutions
 - Actuarial services
- Eide Bailly, LLP
 - Certified Public Accounting Firm
- Safety Benefits
 - Loss Control Specialists
- BankWest Trust Department
 - Investment Manager

**ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION FUND
ADOPTION AND RENEWAL MOTION**

BE IT HEREBY MOVED AND RESOLVED by the HURON SCHOOL DISTRICT School Board of the HURON SCHOOL DISTRICT, acting pursuant to SDCL ch. 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 Workers' Compensation Trust Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

BE IT FURTHER MOVED AND RESOLVED that actions taken under prior versions of the ASB Protective Trust Joint Powers Agreement and Bylaws and ASB Workers' Compensation 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 Workers' Compensation 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 in any manner the benefits, contributions, or obligations arising under the Workers' Compensation 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 Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2019, to 12 midnight CST, June 30, 2020. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$124,446.00.

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

Done this ____ day of _____, 2019, at _____, South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the HURON SCHOOL DISTRICT School Board in open session at a regularly-called meeting on the ____ day of _____, 2019.

Business Manager

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION 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 workers' compensation 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 WORKERS' COMPENSATION FUND exists for the purpose of providing workers' compensation coverage for MEMBER DISTRICTS;

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, workers' compensation, and liability coverage for school districts and their officers and employees in South Dakota (hereinafter referred to as "Trust").
- 1.3. Covered Party -- The MEMBER DISTRICT identified herein.
- 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. The term does include an enrolled student performing assigned duties without pay in an approved vocational education program away from the school premises as provided in SDCL 62-1-4.1.
- 1.5. Claims Administrator -- Claims Associates, Inc., P.O. Box 1898, Sioux Falls, South Dakota 57101, Telephone: (605) 333-9810, FAX (605) 333-9835.
- 1.6. Trust Administrator -- Associated School Board of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.
- 1.7. 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 workers' compensation coverage for all or part of the liability identified herein.

1.8. Work Related Injury, Personal Injury, Compensable Injury, or Claim -- These terms have the same meaning as defined in SDCL title 62.

1.9. Workers' Compensation -- The rights, obligations, limitations, and responsibilities set out in SDCL title. 62 as it may from time-to-time be amended.

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

1.11. Defense Costs -- All costs incurred by the Trust in defense or prosecution of a claim or action, including attorney's fees.

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 on account of compensable injuries or damages to an employee up to the limits set forth herein and only as required by the workers' compensation laws of South Dakota.

2.2. The TRUST will defend any proceeding against the MEMBER seeking compensation on account of a work-related injury and will defend or prosecute any such action before the Department of Labor involving the MEMBER, and any appeal therefrom, either seeking compensation or alleging damages or injuries, even though such claim or proceeding is determined to be groundless, false, or fraudulent. The TRUST may make such investigation, negotiation, and settlement of any claim or action as it deems appropriate and expedient, subject to approval by the MEMBER. Should the MEMBERS governing board refuse to approve such settlement, such MEMBER will be solely and individually liable for any amount, ultimately awarded, including defense costs above 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 an administrative proceeding, 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 limitations of Section 2.1 and 2.2.

2.4. Benefits payable by the TRUST pursuant to this Participation Agreement apply only to losses and liability arising under the workers' compensation laws and personal injury for claims within the scope of coverage as defined in the Master Contract while the MEMBER is a participating member of the ASB Protective Trust Workers' Compensation Fund and coverage provided pursuant to this Participation Agreement is in effect.

In addition to claims filed during the coverage period, a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 or SDCL 62-7-10 and received from the MEMBER by the TRUST prior to the expiration of coverage under this Agreement constitutes a claim 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 handling of any claim, suit, or contribution computation of a MEMBER, and shall provide such information to the TRUST at any such time during or after the benefit period as the TRUST may direct.

SECTION III 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:

- 3.1. Evaluation and establishment of reserves for claims.
- 3.2. Investigation and adjusting of claims.
- 3.3. Auditing claim losses and expenses incurred prior to making final payment.
- 3.4. Making payment of compensable benefits as required under the workers' compensation laws, the Master Contract or the Bylaws.
- 3.5. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claims.
- 3.6. Selecting and monitoring the attorneys employed to defend claims or suits by or against the MEMBER or the TRUST.
- 3.7. Monitoring claims for subrogation and undertaking recoveries when economically feasible and advisable.
- 3.8. Maintaining monthly reports identifying MEMBERS claims by category, payments made, and reserves of claims. Such reports are available to each MEMBER and each Trustee as required by policies adopted by the Trust Board.
- 3.9. Providing such reports and documentation as required by any Master Contract.
- 3.10. Preparing and filing reports required by the state or federal government or agencies thereof.

- 3.11. Providing or contracting for loss control education and developing and disseminating a loss control program.
- 3.12. Monitoring frequency and severity of claims' performance of MEMBERS.
- 3.13. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.14. Securing 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 TRUST retention for claims in each area of coverage.
- 3.15. Developing programs for TRUST expansion.
- 3.16. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.
- 3.17. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.18. Retaining and authorizing outside legal and financial assistance and services.
- 3.19. Costs for administrative services provided to MEMBERS will be based upon a percentage of contribution earned and to include local agent fees, if any, and will be charged to the loss fund in an amount not to exceed ten percent (10%) per coverage year.

SECTION IV MISCELLANEOUS

4.1. MEMBERS Contribution. MEMBERS contributions will be individual, based upon the budgeted employee payroll. Annually, at the anniversary of the contract, an audit will be conducted to determine the actual payroll and contribution for each MEMBER. Adjustments to projected contributions will be based upon the audit.

Contribution rates approved by the TRUST will be used to determine standard contributions for each MEMBER. In a MEMBERS initial year, such MEMBERS experience modification, as established by the National Counsel of Compensation Insurance, will be used. If no modification rate has been established, the Claims Administrator will provide an experience modification factor.

4.2. Membership. Membership in the TRUST is subject to approval pursuant to policies of the Trust Board and subject to the provisions of the Trust Bylaws.

SECTION V WITHDRAWAL AND TERM

5.1. 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. 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. In the event of early withdrawal, the TRUST shall advise the MEMBER of the short rate cancellation contribution required for the coverage period already provided. This rate shall be based upon the MEMBERS experience rating and the total TRUST experience. Any contribution in excess of the short rate cancellation rate shall be returned to the MEMBER at the termination of coverage. In the event compensation is being paid on any of the MEMBERS claims at the time of notice of withdrawal, the short rate cancellation contribution shall be equal to the MEMBERS entire contribution for the coverage year. Early termination of coverage shall constitute abandonment of the MEMBERS right to any future distribution of excess reserves.

5.2. 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 VI ENTIRE AGREEMENT

6.1. This Participation Agreement, together with the Trust Fund Bylaws, the applicable Master Contracts, if any, as limited by SDCL tit. 62, constitute the entire agreement between the parties and may not be changed or altered, except in writing approved by all signatories to this Participation Agreement

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

SECTION VII 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:

7.1. When a work-related injury to an employee covered by this Participation Agreement occurs, the MEMBER shall IMMEDIATELY complete the EMPLOYER'S First Report of Injury form, promulgated by the South Dakota Department of Labor, and file the form with the Department of Labor and provide a copy to the Claims Administrator. Failure of the EMPLOYER to provide First Report of Injury as required by this Section and SDCL 62-6-2 shall void coverage under this Participation Agreement as to such injury.

7.2. Provide employees with a form for notifying the EMPLOYER of the occurrence of an injury. The EMPLOYER shall notify all employees, in a manner calculated to come to their attention, of the requirement that the employee provide notice to the EMPLOYER of work-related injury within three (3) business days after its occurrence. **Failure of the employee to give the notice may result in no coverage under the workers' compensation laws of South Dakota.**

7.3. Initiate and maintain a loss control program and follow recommendations of the TRUST, its Claims Administrator, Trust Administrator, and Risk Manager, if any, to promote the general welfare of its employees and the safety of their working environment. Each MEMBER remains solely and individually responsible for all decisions concerning its safety program 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.

7.4. If any notice of employee injury or claim is made or other proceeding is brought against the MEMBER under the workers' compensation laws of South Dakota, the MEMBER shall IMMEDIATELY transmit to the Claims Administrator and Trust Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the workers' compensation laws of South Dakota, the TRUST, or the Claims Administrator to process such proceeding, or claim. Failure of the MEMBER to provide a copy of any summons or complaint or a petition for or notice of hearing before the South Dakota Department of Labor received by the MEMBER within ten (10) days of service thereof, or within ten (10) days of admitting service thereto, shall void coverage under this Participation Agreement.

7.5. 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 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 medical services, unless such expenditure shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

7.6. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws.

7.7. The MEMBER does hereby appoint the Trust Administrator as agent to act on the MEMBERS 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 MEMBERS 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 or prosecution is undertaken.

7.8. The MEMBER agrees that upon payment of any loss or the incurring of any expense or liability by the TRUST under this Participation Agreement, the TRUST is subrogated to the extent of such payment or liability to all rights of the MEMBER against any person or other entity 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.

7.9. 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 MEMBERS 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 closure of 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.

7.10. The MEMBER by adoption of this Participation Agreement; hereby elects to treat officials of the district, including school board members, as employees per SDCL 62-1-2 for the purposes of workers' compensation coverage while in the performance and scope of their duties.

SECTION VIII MAXIMUM COVERAGE LIMITATIONS

As to any COMPENSABLE INJURY under this Agreement as specified in the Master Contract, pursuant to the workers' compensation laws of South Dakota, the maximum liability undertaken by the TRUST for any single occurrence is based on required statutory South Dakota workers' compensation benefits.

8.3. For employer liability, when an election is made by an employee under SDCL 62-4-38 or otherwise, Two Million Dollars (\$2,000,000).

SECTION IX CONTRIBUTION AND TERM OF COVERAGE

The projected 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 MEMBERS 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 Workers' Compensation Fund as indicated below.

Huron School District

School Superintendent

Date

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

Business Manager

Date

SUPPORT STAFF SALARY SCHEDULE
Huron School District #2-2
Bus Driver Hiring Schedule
2018-2019

BUSES

25 miles or less per day	90.23
26 to 50 miles per day	92.44
51 to 80 miles per day	99.99
81 to 85 miles per day	101.23
86 to 90 miles per day	102.60
91 to 95 miles per day	103.98
96 to 100 miles per day	105.16
101 to 105 miles per day	106.08
106 to 110 miles per day	109.02
111 to 115 miles per day	111.64
116 to 120 miles per day	114.07
121 to 125 miles per day	116.88
126 to 130 miles per day	119.68
131 to 135 miles per day	122.53
136 to 140 miles per day	125.53
141 to 145 miles per day	128.35
146 to 150 miles per day	131.16
151 to 155 miles per day	133.97

EXPERIENCE RATING

After 1 full year driving	\$.95 a day extra
After 2 full years driving	\$ 1.20 a day extra
After 3 full years driving	\$ 1.60 a day extra
After 4 full years driving	\$ 2.00 a day extra
After 5 full years driving	\$ 2.30 a day extra
After 10 full years driving	\$ 2.75 a day extra

Wages for each route will be paid according to the above scale after the daily average mileage has been established by the transportation supervisor for each route, which will normally be prior to the first pay period. In case of a question regarding the daily average mileage, route will be run by the bus transportation supervisor, along with the route driver, will review the GPS path report from Zonar. The daily average mileage arrived at by the transportation supervisor during this review will be judged the correct mileage for the route. Drivers will keep track of every time that a will-call student on their route needs transportation and any miles that this extra rider(s) adds to that day's mileage. These extra miles will be added to the daily average miles for that day for compensation according to scale. Any route changes made by the school administration will be charged

according to scale. The daily average mileage for each route will be reviewed for any changes, and adjusted accordingly, on a quarterly basis each school year.

Wages are to be paid only for days driven. We do not pay for vacation periods or days when school is not in session.

Pay scale is a daily rate so we will not pay extra for minor breakdown, bad weather, or other delays.

Extra pay will be allowed if driver is required by the school administration to make an extra run during the day, such as for conferences field trips and class activities.

Rates of pay will be established each year based on the daily average mileage for each established route. We have no salary guarantees from one year to the next. Experience rating is the only carryover.

Drivers for activity trips will be chosen from those who volunteer for such service and who we feel are fully qualified for this duty. Pay will be on an hourly basis of \$25.00 per hour.

Substitute drivers will be paid \$25.00 per hour or the applicable daily rate of pay from the route salary schedule if traveling in the country subbing for an out of town route.

If buses or vans are stored at a driver's residence, we will allow the following for electrical tank heaters:

- \$ 75.00 per year for 1000 watt heaters
- \$100.00 per year for 1500 watt heaters
- \$125.00 per year for 2500 watt heaters

This allowance will be paid in February.

Hiring Bonuses – Authorized Beginning August 18, 2014

A \$1,000 signing bonus will be paid to route drivers with \$500 being paid when they start and \$500 being paid at the end of the school year if they work the entire year.

A \$500 signing bonus will be paid to substitute drivers with \$250 being paid when they start and \$250 being paid at the end of the school year if they work the entire year.

Revised 8-18-2014
Board approved for 2018-19 on June 11, 2018

Revised 2-08-2019