

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
May 13, 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**

May 20	Athletic Awards Program 7:00 p.m. – HHS Auditorium
May 21	HHS Class Day 8:10 a.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 5	8 th Grade Promotion – 7:00 p.m. – HHS Auditorium
June 6	Last Day of School Due to 9 Snow Days
June 10	Goal Reporting Session/School Board – 6:30 p.m. – IPC
June 24	Goal Setting Session – 6:30 p.m. – IPC
June	<u>Huron Public School Summer Nutrition Program</u> <u>Huron Middle School Commons – 1045 18th St SW</u> All children ages 1 – 18 may eat breakfast and lunch for free – No registration required. <u>Breakfast: June 10 - June 27 - 7:45 am - 8:15 am</u> <u>(Breakfast served Monday-Thursday, no breakfast on Fridays)</u> <u>Lunch: June 10 - June 27 – Monday-Thursday in June 11:00 am – 1:00 pm – Friday’s in June – 11:45 am – 12:45 pm</u> <u>**July 1 – August 2 – 11:30 am-12:30 pm (Closed on July 4th)**</u>
June	<u>Summer Mobile Lunch Program</u> <u>Monday through Friday from June 10 - August 2. (No July 4th or if it is raining.)</u> <u>Splash Central Water Park-9th St & Illinois SW at picnic shelter – Lunch serving from 10:55 am – 11:25 am</u> <u>Prospect Park-16th St & Iowa SE in the large north picnic shelter – Lunch serving from 11:45 pm to 12:15 pm</u> Providing a free lunch to all children 1-18 years of age. No charge; nothing to fill out just come to eat!
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) Jonna Reid / Co-Assistant Gymnastics Coach-50% / \$2,124 per year
- 2) Amber Goetz / Food Service-Washington Lunch Server / \$13.19 per hour
- 3) Kristin Cronin / Volunteer
- 4) Nikki Steilen / Food Service-School Nutrition Driver / \$13.45 per hour
- 5) Kristie Barber / Substitute Teacher - \$120 per day / Substitute Para-Educator - \$13.98 per hour
- 6) Allison Raschke/SPED SLPA-Buchanan/\$20.66 per hour

e) **Contracts for Board Approval**

- 1) Sarah Chapman / SPED Teacher - HMS / \$46,141 per year

f) **Resignations for Board Approval**

- 1) Erin Miller / SPED Para-Educator @ Buchanan / 2 years
- 2) Lacey Vanden Berge / Oral Interp Coach-5 years/Assistant Debate Coach-5 years/National Honor Society Advisor-4 years-Pending finding a suitable replacement
- 3) Tracy Nelson / 1st Grade Teacher / 7 years
- 4) Wendy Bragg/Science Teacher-High School/13 years
- 5) Amy Lindquist/Title I Teacher/13 years
- 6) Nathan Binger / Assistant Athletic Trainer / 3 years
- 7) Angel Dubro / Speech Language Pathologist / 5 years

g) **Permission to Bid for Diesel & Gasoline for 2019-2020**

h) **Intent to Apply for Grant Funding**

Group Applying

Huron Middle School

Contact Person

Tammy Barnes

Name of Award

United Way Heartland Region

Name of Funder

United Way

Amount to be Requested

\$800.00

Project Focus

Publishing a book for each 7th grade writing student for 2019-2020

i) **Intent to Apply for Grant Funding**

Group Applying

CTE

Contact Person

Jolene Konechne

Name of Award

Project Lead the Way

Name of Funder

Project Lead the Way

Amount to be Requested

Unknown

Project Focus

Project Lead the Way K-5

j) **Student Built House Bids**

(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:**

- **Nutrition Department Team Members** for achieving excellent scores on kitchen health inspections.
 100% Buchanan K-1 Center
 99% Madison 2-3 Center
 100% Washington 4-5 Center
 100% Middle School
 96% High School
 100% Holy Trinity
- **Jessica Rodacker (FACS Teacher-HMS) and Christian Rodacker (SRO-Huron School District)** on the birth of their son, Rowan Thaine Rodacker. Rowan was born on May 2nd, 2019, weighed 7 lbs, and is 19.5 inches long.
- Congratulations to the Employees of the Year as announced at the Employee Recognition Banquet held Wednesday evening, May 8th:
Classified – Dianne Tapken and Jodi Walter
Professional Support Staff – Heather Sieh
Elementary Teacher – Kathy Curr – and Finalists Krissa Korkow and Megan Hein
Middle School Teacher – Kristi Winegar – and Finalists Heidi Blue and Melody Witte
High School Teacher – Amy Velthoff – and Finalists Delretta Halvorson and Wade Stobbs
- Congratulations and Best Wishes to all of our 2019 Retirees:
Marsha Coil, Dan McCarty, Jonna Kool Reid, Pamela Weger, Karen Speirs, and James Musil.

THANK YOU TO:

- Thank you to the following people who make the Employee Recognition Banquet possible:
 Kelly Christopherson, Kari Hinker, Linda Pietz, Mike Radke, Heather Rozell, Carol Tompkins, Cassie Valer, Vicky Davis, Janet Johnsen, Rita Schulz, Tiffany Eckmann, Barb Peterson, Ann Fenske, and those who served on the Employee of the Year Committee. Thank you also to all of those in attendance.

10. REPORTS TO THE BOARD

- a) **Business Manager’s Report**
- b) **5 Year Capital Outlay Plan**
- c) **Superintendent’s Report**

11. OLD BUSINESS

- a)

12. NEW BUSINESS

- a) **Policy GDBA-4(N) – Bus Driver Hiring Schedule – 1st Reading**

b) **Property and Liability Insurance Renewal for 2019-2020**

The cost of coverage for 2019-2020 is \$256,147 plus an additional \$7,500 for American Trust Insurance to act as our local agent.

c) **Presentation of Preliminary Budget 2019-2020**

d) **SDHSAA Election Ballots**

1) **Large School Group Board of Education Representative**

- a. Randy Hartmann, Pierre T.F. Riggs High School
- b. Mark Murphy, Aberdeen Central High School

2) **West River At-Large Representative**

- a. Jordan Bauer, Rapid City Central High School
- b. Dan Aaker, Winner High School

3) **Native American At-Large Representative**

- a. Barry Mann

4) **Amendment to Constitution and Bylaws**

The Huron School District Activities Director is supported by the High School Principal and Superintendent of Schools and recommends that we vote for Mark Murphy, Jordan Bauer, Barry Mann, and "Yes" on the amendment.

13. **ADJOURNMENT**

**Huron School District
New Hire Justification**

Date: April 17, 2019

Applicant Information

Applicant Name: Jonna Reid

Address: Huron, SD

Phone: 605-350-2722

Education: Huron High School

Experience: Assistant gymnastics coach for several years in Huron

References: Julie King

Reason for New Hire

New Position:

Replacement: Marcia Ready who resigned.

Position Information

Department Athletics

Position: Co-Assistant Coach

Supervisor: Julie King and Terry Rotert

Responsibilities: Assist gymnasts at practice and meets

Hours: after school and some weekends

Hiring Information

Wages: \$2124 (50% of 2018-19 base) plus years of experience

Classification: ES 10

Wage Justification: 50% Assistant Gymnastics plus years of experience

Start Date: November 4, 2019

Requested by: Terry Rotert - AD

**Huron School District
New Hire Justification**

Date: April 18, 2019

Applicant Information

Applicant Name: Amber Goetz
Address: 1039 Nevada Avenue SW, Huron SD 57350
Phone: (605) 350-4276
Education: Home School
Experience: Custodial Cleaning
References: Janeel Deming, Dan Goetz, Sandy Story

Reason for New Hire

New Position: -----
Replacement: Replaces Judy Schorzmman

Position Information

Department: Food Service
Position: Washington Lunch Server
Supervisor: Carol Tompkins
Responsibilities: Help get ready for lunch, serve lunch, some clean up
Hours: 11:00 am – 1:30 pm

Hiring Information

Wages: \$13.19 per hour
Classification: I
Wage Justification: Food Service Hiring Schedule
Start Date: May 14, 2019
Requested by: Carol Tompkins (Administrator)

**Huron School District
New Hire Justification**

Date: 05/01/2019

Applicant Information

Applicant Name: Nikki Steilen
Address: 159 9th Street S.E., Huron, SD 57350
Phone: 350-5170
Education: Wolsey High School
Experience: None for food service
References: (Currently works for district)

Reason for New Hire

New Position: School Nutrition Driver
Replacement: Replaces Bill Sunderman

Position Information

Department: Food Service
Position: School Nutrition Driver
Supervisor: Carol Tompkins
Responsibilities: Drive trucks to deliver food
Hours: 9:45 am – 1:45 pm

Hiring Information

Wages: \$13.45 per hour
Classification: II
Wage Justification: Food Service Hiring Schedule
Start Date: May 1, 2019
Requested by: Carol Tompkins (Administrator)

**Huron School District
New Hire Justification**

Date: 4/29/19

Applicant Information

Applicant Name: Allison Raschke

Address: 205 Spruce St. Apt 110, Vermillion, SD

Phone: 303-408-1264

Education: SLPA AA Degree MTI

Experience:

References: Michaelene Adams, Jennifer Schultz, Caylyn Wagner

Reason for New Hire: Caseload numbers

New Position:

Replacement: Replace ProPT SLPA

Position Information

Department: SPED

Position: SLPA at Buchanan

Supervisor: Lori Eggleston

Responsibilities: SPED SLPA

Hours: 7.5 Hours

Hiring Information

Wages: 20.66 + pay negotiated pay increase

Classification: SPED SLPA

Wage Justification: SLPA Degree

Start Date: 8/26/19

Requested by: - Lori Wehlander (Administrator)

8/25/14

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

Sarah Chapman

May 8, 2019

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 \$ 46141 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 8/19/2019 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 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. 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+15
Hired 2019-2020 w/BS+15 and 3 years of teaching experience.;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 19. 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.

~~CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY NOON MONDAY, MAY 13TH 2019~~

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 8th day of May 2019

Witness: [Signature]

Print Name: Sarah Chapman

Sign here: [Signature]

Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Sarah Chapman
Present Address 101 ½ N Main St Apt B – Chamberlain, SD 57325
Position Applied For Special Education Teacher – Huron Middle School

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>Dakota State University</u>	<u>2013 BS/Elem Ed/SPED</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>
<u>Chamberlain School District</u>	<u>3 years/2016-Current</u>	<u>1st Grade Teacher</u>

4. **Base Salary:** \$ 46,141 **Teaching Assignment:** Special Education Teacher - HMS

Extra Duty: \$ _____ Ex Duty Assignment _____

Total Salary: \$ 46,141

From: "Miller, Erin" <Erin.Miller@k12.sd.us>
Date: Wednesday, April 24, 2019 at 3:33 PM
To: Lori Wehlander <Lori.Wehlander@k12.sd.us>
Subject: resignation letter

To whom it may concern,

I am resigning as a para in the special education department at Buchanan effective June 6th. My last day will be June 6th due to moving.

Thank you

Erin Miller

March 26th, 2019

To the Huron School Board, Mr. Nebelsick, and Mr. Radke,

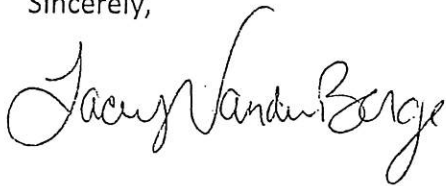
This is my formal letter of resignation from duties as National Honor Society advisor and Speech and Debate assistant coach.

I have truly enjoyed these roles the past 4-5 years. Getting to know the students involved in these activities has been rewarding and fulfilling.

Due to the schedule and needs of the counseling office at high school, I feel that my full attention and time are needed in order to ensure that my obligations are met there.

Thank you for the opportunity to work with these unique groups of students. I wish all the best for both programs.

Sincerely,

A handwritten signature in cursive script that reads "Lacey Vanden Berge". The signature is written in black ink and is positioned below the word "Sincerely,".

Lacey Vanden Berge

Dr. Nebelsick
Huron School District
Huron, South Dakota

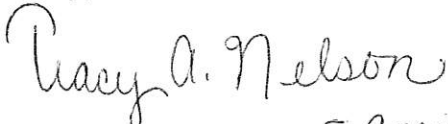
Dear Dr. Nebelsick and the Huron School Board,

Please accept this letter as my official resignation from my position as a first grade teacher with the Huron School District. After much contemplation, my family and I have made the decision to move closer to extended family.

I have enjoyed my seven years in the Huron School District 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. I have made many friends and connections in Huron and those will not be forgotten. I have enjoyed the collaboration and the dedication that this school district does for all the children and I will miss every part of being a piece of that comradery and passion. Thank you so much for the opportunity.

I will work hard in my final days of employment to complete all that is required of 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 and do not hesitate to reach out with questions by phone (605) 216-0217 or email at tracy.nelson@k12.sd.us.

Sincerely,



Tracy Nelson

- April 29, 2019

Wendy Bragg
753 Iowa Ave SE
Huron, SD 57350

2 May 2019

Huron School District
Board of Education
c/o Superintendent of Schools
PO Box 949
Huron, SD 57350-0949

Dear Mr. Nebelsick and the Huron Board of Education,

It is with mixed emotions that I inform you of my resignation from my position with the Huron School District, effective at the end of the 2018-2019 contract year.

Please let me express my gratitude for the wonderful opportunities for professional growth and development you have provided for me over the past thirteen years. I have learned so much and have enjoyed working with such a dynamic team. It has been especially satisfying to work with the Science and ESL departments at the high school and I will sincerely miss my time with the amazing students and teachers in our district.

While I am excited by the new opportunities that I will be pursuing, I will always remember my time with the Huron School District fondly.

Kind regards,

A handwritten signature in black ink that reads "Wendy K Bragg". The signature is written in a cursive style with a large, sweeping initial "W".

Wendy Bragg

Sunday, May 5, 2019

Mr. Nebelsick and Mr. Mittelstedt,

I am writing to inform you that I have taken a position in another school district. Please accept this letter as my official resignation. I have enjoyed my time with Huron School District and the many friends I have made.

Thank you again, for allowing me the opportunity to learn and grow in this district.

Sincerely,

Amy Lindquist

From: Nathan Binger <nathanbinger16@gmail.com>

Date: May 6, 2019 at 5:28:46 PM CDT

To: Terry Rotert <Terry.Rotert@k12.sd.us>

Subject: Notification on Next Year

Terry,

As of right now i am taking on a bigger part around the farm. It will be a lot more difficult for me to give the athletes the attention they deserve through out each sporting season. Please accept this letter as a formal notification that I am resigning from being Huron's Assistant Athletic Trainer. I plan to finish out this year's events. Thank you so much for the opportunity to work for Huron for the past 3 years. I've really enjoyed my time with Huron. Please let me know if there is anything I can do to help during this transition. I hope to stay in touch in the future.

Sincerely,

Nathan Binger

From: "Dubro, Angel" <Angel.Dubro@k12.sd.us>

Date: Thursday, May 9, 2019 at 11:29 AM

To: Lori Wehlander <Lori.Wehlander@k12.sd.us>

Subject: Re: resignation

I am officially resigning in my current position of two days a week working with the Huron School District as a speech therapist.



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 4-24-19 Contact Person: Tammy Barnes

Group Applying: Huron Middle School

Name of Grant/Award: United Way Heartland Region

Name of Funder: _____ Contact Person _____

Amount to be Requested: \$ 800 Funder's Submission Due Date: May 17, 2019

Project Focus: Publishing a book for each 7th grade writing student for 2019-2020.

How awarded amount received? Full amount up front Reimbursement

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

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

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

Please note:

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

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

Signature: Laura Willemssen Date: 04/26/19
Building/Department Administrator

Signature: Linda J Pietz Date: 04/29/19
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopherson Date: 4-30-19
Kelly Christopherson, Business Manager

Presented to School Board: _____



Linda J Pietz
 Director of Curriculum,
 Instruction & Assessment
 Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants c
requesting funds that will impact the Huron School District.

Date: 4-26-19 Contact Person: Jolene Konechne

Group Applying: CTE

Name of Grant/Award: Project Lead The Way

Name of Funder: Project Lead the way Contact Person: online

Amount to be Requested: unknown Funder's Submission Due Date: ongoing

Project Focus: PLTW K-5

How awarded amount received? _____ Full amount up front _____ Reimbursement

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

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

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

Please note:

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

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

Signature: Jolene Konechne 4-26-19
 Building/Department Administrator Date

Signature: Linda J Pietz 4-26-19
 Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 5-1-19
 Kelly Christopherson, Business Manager Date

Presented to School Board: _____



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

Memorandum

Date: May 1, 2019

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson, Business Manager

RE: Student Built House Bids

Bids for the student built house building project for 2019-2020 were opened on May 1.

Builders First Source bid \$.50 per square foot for a 1900 square foot house, totaling \$950. No other bids were received.

I recommend accepting the bid of Builders First Source for the vocational house building project for 2019-2020.

STUDENT BUILT HOUSE PROJECT BID FORM
May 1, 2019 at 9:00 A.M.

Price Per Square Foot (minimum bid of \$.50): .50

Square Feet: 1900

Total Amount of Bid (Price multiplied by Square Feet): \$950⁰⁰

The successful bidder is determined by the Total Amount of Bid.

Bidder Information:

Name: BUILDERS FIRST SOURCE

Address: 445 4TH NW HURON

Phone: 350-2236 Fax: 352-5221

Contact person: KENT SCHNEIDER

Signature: 

Return bids by 9:00 a.m. on May 1, 2019 to the Huron School District Business Office located in the Huron Arena at 150 5th Street SW, PO Box 949, Huron, SD 57350. Enclose bid in a sealed envelope marked "Student Built House Project" with a certified/cashier's check in the amount equal to five percent of the bid payable to Huron School District 2-2.

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Instructional						
Buchanan (K-1)	Instructional Equipment/Furniture	15,000	15,000	15,000	15,000	15,000
Huron Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Madison (2-3)	Instructional Equipment/Furniture	14,000	14,000	14,000	14,000	14,000
Washington (4-5)	Instructional Equipment/Furniture	12,000	13,000	14,000	14,000	14,000
Riverside Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Elementary	Textbooks	150,000	150,000	150,000	150,000	150,000
Middle School (6-8)	Instructional Equipment/Furniture	19,000	19,000	19,000	19,000	19,000
Middle School	Textbooks	75,000	75,000	75,000	75,000	75,000
High School (9-12)	Instructional Equipment/Furniture	31,000	31,000	31,000	31,000	31,000
High School	Textbooks	100,000	100,000	100,000	100,000	100,000
Vocational	Instructional Equipment/Furniture	11,000	11,000	11,000	11,000	11,000
Pride High	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Special Services	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Our Home	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Library	Elementary Library Books	33,000	33,000	33,000	33,000	33,000
Library	Middle School Library Books	15,000	15,000	15,000	15,000	15,000
Library	High School Library Books	20,000	20,000	20,000	20,000	20,000
Library	Equipment	10,000	10,000	10,000	10,000	10,000
Total Instructional		516,000	517,000	518,000	518,000	518,000
Technology						
District	Technology - Software Licenses	25,000	25,000	25,000	25,000	25,000
District	Technology - Hardware	80,000	100,000	100,000	100,000	100,000
Elementary	Technology - Hardware	69,000	69,000	69,000	69,000	69,000
Middle School	Technology - Hardware	70,000	70,000	70,000	70,000	70,000
High School	Technology - Hardware	25,000	25,000	25,000	25,000	25,000
High School	Student Technology - Hardware	-	-	420,000	-	-
High School	Student Technology - Apps	6,000	6,000	6,000	6,000	6,000
Total Technology		275,000	295,000	715,000	295,000	295,000
Support Services						
School Board	Equipment - TV Studio and Broadcasts	5,000	5,000	5,000	5,000	5,000
Supt's Office	Equipment	2,000	2,000	2,000	2,000	2,000
Arena Mgr.	Equipment	7,000	7,000	7,000	7,000	7,000
ESL Office	Equipment	2,000	2,000	2,000	2,000	2,000
Fiscal Services	Equipment	5,000	5,000	5,000	5,000	5,000
Copiers	Equipment	25,000	25,000	25,000	25,000	25,000
Trans. Director	Equipment	2,000	2,000	2,000	2,000	2,000
Bldg and Grounds Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Curriculum Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Transportation	Buses and Fleet Vehicles	220,000	220,000	220,000	220,000	220,000
Transportation	Software Licenses	6,000	6,000	6,000	6,000	6,000
Food Service	Equipment	25,000	25,000	25,000	25,000	25,000
Food Service	Dishwasher in Middle School		100,000			
District Wide	Combined Co-Curr. Activities Equipment	20,000	20,000	20,000	20,000	20,000
High School	Band Uniforms			200,000		
District Wide	Music Equipment	100,000	20,000	20,000	20,000	20,000
Total Support Services		423,000	443,000	543,000	343,000	343,000
Building Improvements						
District Wide	Carpet in various places	25,000	25,000	25,000	25,000	25,000
District Wide	Undesignated Building Repairs	175,000	175,000	175,000	175,000	175,000
District Wide	Roof Repairs	10,000	10,000	10,000	10,000	10,000
District Wide	Maintenance Equipment - Custodians	30,000	30,000	30,000	30,000	30,000
District Wide	Maintenance Agreements - Honeywell	40,000	40,000	40,000	40,000	40,000
Total Buildings		280,000	280,000	280,000	280,000	280,000
Ground Improvements						
District Wide	Maintenance Equipment - Grounds	75,000	75,000	75,000	75,000	75,000
District Wide	Seal Coat Parking Lots	50,000	50,000	50,000	50,000	50,000
District Wide	Pavement Repairs	50,000	50,000	50,000	50,000	50,000
District Wide	Undesignated Grounds Repairs	50,000	50,000	50,000	50,000	50,000
Total Grounds		225,000	225,000	225,000	225,000	225,000
Debt Service						
District Wide	Debt Service - Fiscal Agent Fees	2,000	1,000	1,000	1,000	1,000
Madison Phase 1	Debt Service - Principal	90,000	90,000	90,000	100,000	100,000
Madison Phase 1	Debt Service - Interest	51,000	51,000	45,000	41,000	38,000
REED Fund	Debt Service - Principal	30,000	30,000	30,000	30,000	30,000
State Energy Loan	Debt Service - Principal	150,000	150,000	150,000	150,000	150,000
2019 Facilities	Debt Service - Principal	-	270,000	275,000	285,000	295,000
2019 Facilities	Debt Service - Interest	150,000	195,000	188,000	180,000	171,000
Tiger Stadium	Debt Service - Principal	560,000	575,000	590,000	600,000	615,000
Tiger Stadium	Debt Service - Interest	120,000	110,000	89,000	77,000	62,000

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	Total Debt Service	1,153,000	1,472,000	1,458,000	1,464,000	1,462,000
	General Fund					
District Wide	Transfer	300,000	300,000	300,000	300,000	300,000
	Total General Fund	300,000	300,000	300,000	300,000	300,000
	Total Capital Outlay	3,172,000	3,532,000	4,039,000	3,425,000	3,423,000
	Unallocated Amount	446,000	115,000	(283,000)	444,000	562,000
	Cumulative Unallocated Amount	446,000	561,000	278,000	722,000	1,284,000
	Amount Available to Budget with Max Levy	\$3,618,000	\$3,647,000	\$3,756,000	\$3,869,000	\$3,985,000

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. 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. **The route driver signing bonus lifetime limit is \$1,000 per person.**

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. **The substitute driver signing bonus lifetime limit is \$500 per person.**

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

Revised 2-08-2019
Revised 5-08-2019

Christopherson, Kelly

From: Heidi Jennings <heidi.jennings@asbsd.org>
Sent: Tuesday, April 23, 2019 9:58 AM
To: Christopherson, Kelly
Subject: PL Renewal
Attachments: Huron PL Renewal Proposal 2019-2020.pdf

Good morning!

Thank you for your patience as we worked through the property liability allocations for the FY20 renewal. As you may recall from my email on March 22, 2018 continued the trend of historic property losses nationwide. On accounts with no loss history, excess property carriers are looking for minimum of 10% - 15% rate increases. Accounts with less than favorable loss history are seeing over 50% (even up to 200%) rate increases, changes in retentions and even policy cancelations. Some carriers have even left the property sector completely. Floods, fires, hurricanes, tornados, wind and hail are all major contributors to these historic losses.

ASBPT Property has a five year loss ratio of 224%. What this means is that for every one dollar in premium received by the insurance company, they paid out \$2.24 in claims. Due to this loss ratio, we have had several carriers decline to quote the pool. Our current carrier, Hartford, submitted a quote and we had on-going negotiations with them to ensure our member districts are receiving the best possible coverage for the best price. The on-going negotiations is why the district renewal amounts have taken some time to finalize. On a positive note, liability has had another great year. Our pool average liability rate decreased 14%, and Crime and Cyber coverage remain relatively flat to decreasing from last year.

The pool excess property rate is increasing 50%, and the overall total pool contribution (Property, Boiler & Machinery, Liability, Crime and Cyber) is increasing about 17% from last year. Again, this is the pool average. Districts may see higher or lower percentages based on their allocations. If you have questions, feel free to contact ASBPT office or contact our broker, Ryan Doyle at Gallagher, direct at 630-285-3678.

Your districts invoice, motion and participation agreement will be sent out by mail today. For your convenience, we have attached the invoice for your budgeting process. Again, thank you for your patience!

Sincerely,
Holly

*Holly Nagel, MBA
Chief Financial Officer
Director of Protective Trust Services
Associated School Boards of South Dakota
306 E. Capitol Ave. Ste 100, PO Box 1059
Pierre, SD 57501*

*hnagel@asbsd.org
Direct: 605-773-2515*



Huron School District

Associated School Boards Property/Liability Fund

Renewal Proposal

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

Effective Date: 7/1/2019

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Executive Summary

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

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

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

ASB Property/Liability Fund's Broad Service Platform

We have created a broad, competitive program specifically with South Dakota School Districts in mind. Our services have continually evolved over our 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.

Holly Nagel

Chief Financial Officer/Director of Protective Trust Services

Associated School Boards of South Dakota

306 E. Capitol Ave. Ste 100, PO Box 1059

Pierre, SD 57501

605-773-2515

hnagel@asbsd.org

Service providers:

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

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

- Reinsurance Carriers
 - Property
 - Hartford Fire Insurance Company (The Hartford)
 - Includes Boiler & Machinery Coverage
 - Liability
 - Great American Insurance Group

- 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.
 - ASB 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

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
Business Income Coverage Form	
Business Travel	Included in Business Income Limit of Insurance
Civil Authority (72 Hour Waiting Period Applies)	30 days
Dependent Properties Including Worldwide Coverage Territory (72 Hour Waiting Period Applies)	\$100,000 From All Dependent Properties
Extended Income	180 Days
"Fungus", Wet Rot, Dry Rot, Bacteria And Virus Limited Coverage	Actual Loss Sustained for 30 Days
Ingress And Egress (24 Hour Waiting Period Applies)	30 Days
Ordinance And Law Coverage (Increased Period Of Restoration)	\$250,000 Business Income Limit
Pollutants And Contaminants Cleanup	\$250,000 In any one "Policy Year"

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

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

Member Deductibles

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

Policy Exclusions

- Standard exclusions apply please see policy for details

Crime Policy

Coverages and Limits:

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

Endorsements

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

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

Policy Exclusions

- Standard exclusions apply please see policy for details

Member Deductible

Member Crime Deductible: \$1,000

General Liability (Coverage A)

Coverages and Limits:

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

Member Deductibles

Member General Liability: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

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

Coverages and Limits:

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

School Board Legal Member Deductibles

School Board Legal Liability Claims: \$10,000

Defense Only Claims: \$5,000

Employee Benefits Liability Claims: \$0

Employment Related Practice Member Deductibles

Employment Related Practices Liability Claims: \$10,000

Policy Exclusions

- Standard exclusions apply please see policy for details

Defense Only Coverage (Coverage B)

Coverages and Limits:

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

Defense Only Coverage includes:

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

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

Member Deductible

Defense Only: \$5,000

IEP Defense: \$5,000

Automobile Liability

Coverages and Limits:

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

Member Deductibles

Auto Liability Member Deductible: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

Quick Summary of Coverages, Deductibles, and Policy Limits

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

Special Notices

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

Additional Member Options

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

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

Premium Summary: Huron School District

Date Due: August 1, 2019

<i>Description</i>	<i>2019-2020 Renewal Premium</i>
Property Premium	\$172,726.00
Liability Premium	\$83,421.00
Premium Grand Total	\$256,147.00

Current Participating Members

ASB Property/Liability Fund 2019-2020	
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
Faith School District	Sisseton School District
Frederick Area School District	Spearfish School District
Herreid School District	Stanley County School District
Hot Springs School District	Timber Lake School District
Huron School District	Todd County School District
Ipswich School District	Tripp-Delmont School District
Kadoka Area School District	Wall 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 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 District School Board of the Huron School District, acting pursuant to SDCL 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the ASB Property and Liability Trust Fund Participation Agreement, effective as of the time of adoption of this Motion.

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Property and Liability Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2019, to 12 midnight CST, June 30, 2020. 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 \$256,147.00.

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 School Board in open session at a regularly-called meeting on the ____ day of _____, 2019.

Business Manager

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2019 OFFICIAL ELECTION BALLOT
LARGE SCHOOL GROUP BOARD OF EDUCATION
REPRESENTATIVE
TERM: JULY 1, 2019 TO JUNE 30, 2023**

Large School Group Board of Education Representative- To be filled by a SDHSAA member school Board of Education member.

This position was vacated by Dr. Paul Turman, Board of Education member from Pierre. The Large School Group Board of Education representative may be nominated from any SDHSAA member school with a 2016-17 ADM from 1,749.230 to 561.525. The Large School Group schools include SF Roosevelt with a 2016-17 ADM of 1,749.230 to Pierre T.F. Riggs with an ADM of 561.565, to include SF New Technology. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** The person elected will serve a **four-year term** on the SDHSAA Board of Directors and is unable to run for re-election. Eligible member schools in the Large School Group include: RC Central, RC Stevens, Aberdeen Central, Brandon Valley, Harrisburg, Yankton, Huron, Mitchell, SF O’Gorman, Douglas, and Pierre T.F. Riggs.

You may vote for one candidate.

The deadline for the return of this ballot is **May 30, 2019**.

Randy Hartmann, Pierre T.F. Riggs High School

Mark Murphy, Aberdeen Central High School

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

Randy Hartmann

I would like to introduce myself. My name is Randy Hartmann. I am married and have 3 adult children. I was born and raised in Pierre and graduated from T.F. Riggs High School in 1982. During my time in school I was active in sports, lettering in football, wrestling, and track. I also participated in the Fine Arts, lettering in concert band, marching band, and choir. I was selected as a member of All-State Choir, an alternate for Boy's State, and played many parts in our school plays and musicals.

I attended Northern State University where I received a Bachelor of Science degree in Sociology, with a minor in Psychology, and Criminal Justice. While in college I continued to be active in concert and symphonic band, and choir. I participated in Northern's Student Association (student government) and was a chair of the Coronation Committee that was a part of the Gypsy Day Homecoming Committee.

Upon completion of my degree I returned to Pierre. I currently work for the State of South Dakota as the Voluntary Agency Liaison with the Office of Emergency Management. I am active on many boards at my church and serve on other various committees in our community. I was elected to the Pierre School Board in 2012 and am currently serving as the President, and am part of the Building and Grounds, and Sports Marketing committees. During my tenure, our board has been successful at building a new elementary school, and a fieldhouse at our football field. With the building of a new elementary school, our district was able to redistrict the population of our elementary schools to evenly reflect the diversity of our school district. I was also serving as President of the School Board when our district was asked to review the start date of the school year. We were able to create a group of parents representing each of our schools, along with administration from each of our schools to discuss the situation and were able to come up with a school calendar that was acceptable for all our students.

I feel that every extracurricular activity that a student participates in adds enormous value to the education that they receive. These activities allow a student to develop their interests and talents. This helps them to become a well-rounded student and helps them to become more confident in their abilities and can offer them experiences that will positively affect them the rest of their lives. We all have seen the positives that can come from participation in extracurricular activities. I believe that my participation at the local school board level gives me a good understanding of the issues that are important to our student's education. I am anxiously looking forward to serving on the SDHSAA board to work with the other team elected to help address issues that will positively affect all students in South Dakota. I would appreciate your vote and would be a voice for all if elected to the board.

Mark Murphy

Worked as an instructor, school administrator and coach for 39 years, retired in 2015. Graduated from Huron High School in 1972. Attended Northern State University and received a B.S. in Secondary Education in 1976, and played football for the Wolves. Earned a Master's Degree in Physical Education in 1984 and a Master's in Secondary Administration in 2005, both from NSU. Career in teaching and coaching: Hurley, SD (76-78); Miller, SD (78-80); Aberdeen Central (80-81); Aberdeen Roncalli (81-85); and Aberdeen Central (85-2006). Assistant High School Principal at Aberdeen Central High School (2006-2015). Taught the following classes over his career: Sociology, Psychology, American Government, American History, World History, Economics, World Geography, and PE and Health. Coaching Experience: Boys' Varsity Basketball Assistant Coach (38 years); Head Varsity Football and Assistant Football Coach (28 years); Varsity Track and Field Coach (25 years – multiple events); Assistant Baseball Coach (4 years); Assistant Swimming Coach (2 years); Athletic Director (4 years); Basketball Official (5 years). Substitute taught in the Aberdeen Public School District and mentored new teachers for two years. Was elected to the Aberdeen School Board in June for a three year term. Married to wife, Lynn and father to Jennifer, JoAan and Jordan.

I believe that activities are truly the “other half” of education and provide a unique learning experience to our students. They learn values such as discipline, sacrifice, teamwork, and leadership, among others. They get the opportunity to express, share, and develop their individual talents. In the process, they obtain both community and civic pride. As a teacher and coach I've had the opportunity to help develop these values in many students. The role of the SDHSAA is to maintain equal student access to activities, support schools in their efforts to provide those activities to their students, and to insure a fair playing field for those competitive activities. I believe in the role and mission of the SDHSAA Board. As a Board member, I would be honored to continue working to impact the lives of our students of South Dakota.

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2019 OFFICIAL ELECTION BALLOT
WEST RIVER AT-LARGE REPRESENTATIVE
TERM: JULY 1, 2019 TO JUNE 30, 2024**

West River At Large Representative- to be filled by an Athletic/Activities Director

This position is currently held by Steve Morford, Athletic Director at Spearfish High School. The West River At-Large representative may be nominated from any SDHSAA member school with a high school attendance center physically located West of the Missouri River in South Dakota. This position must be filled by an Athletic/Activity Director or an Assistant/Vice Principal who devotes time to athletics/activities. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.**

You may vote for one candidate.

The deadline for the return of this ballot is **May 30, 2019.**

Jordan Bauer, Rapid City Central High School

Dan Aaker, Winner High School

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

Jordan Bauer

My name is Jordan Bauer, candidate for the SDHSAA Board of Directors West River At-Large Representative position. I am currently the Activities Director at Rapid City Central High School. I have been in this position for the last year and I have been an educator in South Dakota for the past 14 years. I am a graduate of Wilmot High School, and a graduate of Black Hills State University with an undergraduate degree in History, with a Minor in Athletic Coaching as well as a Master's Degree in Strategic Leadership from Black Hills State University. While at BHSU, I taught in the P.E. department and coached women's basketball for ten years. After that, I served as the Activities Director in the Spearfish School District for three years before becoming the Activities Director at Rapid City Central High School. During my time as an Activities Director, I have worked very closely with several of the Activities Directors in South Dakota on various schedules, state events, projects, proposals, and ideas. I currently serve on the SDIAAA Executive Committee and have had the opportunity to host 12 SDHSAA State and Sub-State events in Rapid City and Spearfish over the last four years.

I have been a resident of South Dakota my whole life. I have lived in Central, Northeast, Southeast, and for the last 15 years, Western South Dakota. Throughout my life, I've been fortunate to be a student-athlete, involved in fine arts in both drama and band, a teacher, a coach, and an activities director. Growing up in a class size of four, graduating high school with a class size of thirty-two, and now in my current role in the second largest school in the state, I feel that I truly understand the purpose and importance of high school activities because of my experiences in diverse roles within varying sizes of South Dakota communities and districts.

I am confident I have the passion, the knowledge and the skill set to help positively grow high school extra-curricular activities in South Dakota. Lastly, it's time for me to give back to the SDHSAA and all the activities sponsored by our association, because without them, I would not be sitting in the chair I'm sitting in today. If you'd like to visit with me about anything further, please feel free to contact me at any time. I would appreciate your support and would love an opportunity to serve our students on the SDHSAA Board of Directors.

Dan Aaker

My name is Dan Aaker and it is my privilege to be a nominee to serve on the South Dakota High School Activities Association Executive Board as the West River At Large Representative. I believe I am uniquely qualified to serve all sizes of schools and more importantly the students in South Dakota. I was born and raised in Bison SD and have spent my 18 years in education employed by the Winner School District. I am currently the MS Principal, HS Activities Director and Head Football Coach at Winner. I am a huge proponent of educational based activities and the benefits associated with them. One of the most rewarding aspects of being an activities director is providing for our teams and organizations and seeing them improve and have success. One of my biggest strengths I feel is my communication skills and I will take the time to listen and give feedback on any issues schools may have.

My wife Mona is also employed with the Winner School District as the Alternative Education classroom instructor. My hobbies include hunting, fishing, golfing and spending time with our families.

A brief summary of my qualifications is below. Thank you very much for your time and consideration.

SUMMARY OF QUALIFICATIONS

- Graduated from Bison High School
- Bachelor of Science in Education Degree from the University of South Dakota
- Master of Education degree from South Dakota State University
- Activities Director Winner School District 2010-Present
- Middle School Principal Winner School District 2015-Present
- MS/HS Dean of Students Winner School District 2012-2014
- Social Science and Physical Ed. Teacher and Coach Winner School District 2002-2011
- 18 years in education, all in South Dakota.
- Head Football Coach Winner School District 2002-Present
- Head Track Coach Winner School District 2009-2013 Assistant Track 2004-2008
- Currently Serving on SDHSAA In Season/Out of Season Advisory Committee.
- Currently Serving on SDIAAA executive committee as Class A Representative.
- Member of the following organizations. SDHSCA, SDHSFCA, SDIAAA, NASSP, SASD
- Big Dakota Conference Chairman 2014-2019
- Hosted numerous region and SoDak 16 contests

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
2019 OFFICIAL ELECTION BALLOT
NATIVE AMERICAN AT-LARGE REPRESENTATIVE
TERM: JULY 1, 2019 TO JUNE 30, 2024**

Native American At-Large Representative- To be filled by a Secondary Principal.

This position is currently filled by Silas Blaine, Superintendent at Crazy Horse School. The Native American At-Large position shall be filled by a Native American Principal from a SDHSAA member school with at least 50% Native American population grades 9-12. **Any member school may nominate a person for this position and all member schools have the opportunity to vote.** The person elected will serve a five-year term on the SDHSAA Board of Directors and is unable to run for re-election. Eligible schools include: Crazy Horse, Lower Brule, St. Francis, Takini, Tiospaye Topa, Pine Ridge, Crow Creek, Little Wound, Marty, Flandreau Indian, Todd County, Wakpala, McLaughlin, Oelrichs, Red Cloud, Dupree, White River, Andes Central, Waubay, Wagner, Timber Lake, Sisseton, and Bennett County.

The deadline for the return of this ballot is **May 30, 2019.**

Barry Mann, Wakpala High School

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.



Smee School District 15-
3

Wakpala Public School
12250 SD HWY 1806,
Wakpala, SD 57658
Telephone: 605-845-3040
Fax: 605-845-7244

Dr. Daniel Swartos, Executive Director
South Dakota High School Activities Association
804 N. Euclid Avenue, Suite 102
Pierre, SD 57501
Office: (605)-224-9261
Cell: (605)-924-0361

Anpetu Waste alo!

Anpetu ki le iyuha cante waste ya nape cuza pelo! (Good morning; I come to you with a good heart and give a handshake to everyone in the circle)

Good Morning Sir! Thank you to Mr. Silas Blaine and yourself for inviting me to be a part of your circle. The following is a short summary of my Bio:

My name is Barry Mann and I am a Tribal member of the Cheyenne River Lakota Nation and have been involved with education for 25 plus years as an educator and coach. I have a BS Degree in Ed in the Social Science area and have a Master's of Arts Degree in Educational Administration. I taught for 16 years in the HS arena and have been an Administrator the last 12 years. I am looking forward to a new journey and appreciate the invitation to be part of the circle and help in any way I can! Ho he ce tu alo! Wopila Tanka! Toksa ake!

Sincerely

Barry L. Mann
Wakpala Smee School District
12250 SD HWY 1806
PO Box B
Wakpala, South Dakota 57658
605-845-3040

SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

2019 OFFICIAL AMENDMENT BALLOT

The deadline for the return of this ballot is **May 30, 2019**. In order to pass, a proposal must receive a 60% plurality. Please refer to the accompanying document for the text of the amendment and the rationale that was given at the Annual Meeting of the Board of Directors.

AMENDMENT NO. 1

Yes

No

Name of Member School

Date

Signature (Superintendent or Principal)

Signature (School Board President)

Unless there are TWO signatures, this ballot will be unacceptable and declared void.

BALLOTS DUE: May 30, 2019

**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION PROPOSED
AMENDMENTS TO CONSTITUTION AND BYLAWS**

Proposed Constitutional Change—Submitted by SDHSAA Staff:

Amend the SDHSAA Constitution and Bylaws as follows (new language in BOLD AND UNDERLINED): Chapter II – Bylaws for Athletics; Part I – Further Eligibility Requirements for Athletic Contests; Section 9.

Student/Coach Ejection from a Contest.

SECTION 9. STUDENT/COACH EJECTION FROM A CONTEST. Any student or coach ejected from an interscholastic contest by game officials will be ineligible for the next regularly scheduled contest at that level of competition and all other contests in the interim at any level of competition.

In the sport of football only, any player ejected/disqualified for specifically violating the provisions of “Illegal Personal Contact” as outlined in Rule 9-4-3 of the NFHS Football Rules:

(a) Shall be disqualified only for the remainder of the current game if the foul occurs in the first half of a game, or,

(b) Shall be disqualified from the remainder of the current game, as well as the first half of the next varsity contest, if the foul occurs in the second half of a game.

A second ejection that occurs during the same sport season shall cause that coach or athlete to be ineligible for the next four regularly scheduled contests at that level of competition and all other contests in the interim at any level of competition.

A third ejection...

Rationale: The intent of this rule is to provide a lesser penalty for in-game contact fouls that may or may not be adjudicated properly by contest officials. NFHS Rule 9-4-3 allows for the ejection of a player when flagrant personal contact acts occur, such as targeting or a blindside block. The intention is to reduce what can be an ejection that requires a sit-out of nearly 25% of an athlete’s season for plays that, while should be taken out of the game, remain difficult to officiate. Of note, acts such as fighting, contacting a game official, and other heinous acts are not given leeway by this rule, and would still require the two- game sit-out. NFHS Rule 9-4-3 more generally references acts that are more germane to actual football plays; this rule change would allow our officials, coaches and administrators a bit of a reprieve when dealing with an ejection for what may or may not have been a “football play.” The penalty structure mirrors what is currently in place in the NCAA, but remains more strict on unsportsmanlike or other conduct issues.