

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
REMOTE – ZOOM – SCHOOL DISTRICT WEBSITE
Tuesday, April 14 2020
5:30 p.m.

Due to meeting size restrictions and social distancing restrictions, the Huron Board of Education is conducting their meetings remotely on-line using Zoom, a software for conducting on-line meetings. The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. If you wish to participate in the Zoom meeting, access can be requested from the Superintendent by email at terry.nebelsick@k12.sd.us or by calling/texting the Superintendent at 605-354-0050. In the days following the meeting, the meeting can also be viewed on the local cable TV public access channel 6.

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

April 20	Special Board of Education Meeting – 5:30 p.m. – Zoom – Coronavirus Update & Planning
April 27	Board of Education Meeting – 5:30 p.m. – Zoom
May 4	Special Board of Education Meeting – 5:30 p.m. – Zoom – Coronavirus Update & Planning
May 11	Board of Education Meeting – 5:30 p.m. – Zoom
May 18	Special Board of Education Meeting – 5:30 p.m. – Zoom – Coronavirus Update & Planning
May 25	Memorial Day Holiday – No School
May 26	Board of Education Meeting – 5:30 p.m. – Zoom – TUESDAY
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) David Westby/7th Grade FB Coach/\$2,998 per year
 - 2) Nathan Gauer/Construction Laborer-CTE-As Needed/\$11 per hour

- 3) Elizabeth Katz/9th Grade VB Coach/\$4,360 per year
- 4) Kelby Johnson/Concession Worker/\$12.20 per hour
- 5) Michael Scott/Assistant Football Coach/\$4,360 per year
- 6) Tyler Spanton/Assistant Football Coach/\$4,360 per year

e) Contracts for Board Approval

- 1) Leah Hofer/Language Arts Teacher-HHS/\$44,769 per year
- 2) Courtney Clarke/ML Math Teacher-HMS/\$44,641 per year
- 3) Elizabeth Katz/Science Teacher-HMS/\$46,095 per year

f) Resignations for Board Approval

- 1) Amber Cope/3rd Grade Teacher-Madison/2 years
- 2) Zachary Campbell/Alternative Education-Pride High/Asst FB Coach/Strength & Conditioning Coach/5 years
- 3) Sarah Chapman/Special Education Teacher-HMS/1 year

(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:**

- Havyn Heinz (12) – 1st Team All State Girls Basketball
- Jon Schouten – Named Region 3 Boys Basketball Coach of the Year
- Seniors Kobe Busch and Teegan Evers for being selected to 1st Team All State in Boys Basketball. Kobe was also selected to the Argus Leader 1st Five and Teegan to the Argus Leader 2nd Five.

THANK YOU TO:

- Dakota Provisions for their generous donation of sandwich meat which is being used to feed students who are taking advantage of the Grab-n-Go program during school closure.

10. REPORTS TO THE BOARD:

- a) Business Manager’s Report
- b) Superintendent’s Report

11. OLD BUSINESS

- a) COVID-19 Update

12. NEW BUSINESS

- a) ASBSD Property/Liability Fund Renewal for 2020-2021
- b) ASBSD Worker’s Compensation Fund Renewal for 2020-2021
- c) ASBSD Health Fund Renewal for 2020-2021
- d) Delay of Purchase – English Language Arts Curriculum – Linda Pietz

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: March 30, 2020

Applicant Information

Applicant Name: David Westby

Address: 265 13th St SW Huron, SD

Phone: 605-377-4315

Education: Aberdeen Central 2010, DSU 2015, NSU 2020

Experience: David has been a varsity assistant for four years, since '16.

References: Schuyler Holtrop, Michael Schmitz, Rod Witte

Reason for New Hire

New Position:

Replacement: Requested transfer from Assistant Varsity Football to 7th Football to replace Jason Hill who resigned

Position Information

Department: Athletics

Position: 7th Football

Supervisor: Head Coach Scott Spanton and Terry Rotert

Responsibilities: Coach 7th Football

Hours: After school except Wednesday

Hiring Information

Wages: ES 3

Classification:

Wage Justification: Four years' experience as varsity assistant.

Start Date: August 24, 2020

Requested by: Terry Rotert

(Administrator)

**Huron School District
New Hire Justification**

Date: April 6, 2020

Applicant Information

Applicant Name: Nathan Gauer

Address: 1910 Lawnridge Ave SE

Phone: 605-968-4530

Education: HHS

Experience: 7 mo. Construction labor

References: Matt Busch

Reason for New Hire

New Position: Assist with house construction completion during e-learning

Replacement:

Position Information

Department: CTE

Position: Construction Laborer

Supervisor: Matt Busch

Responsibilities:

Hours: As Needed

Hiring Information

Wages: \$11/hour

Classification:

Wage Justification:

Start Date:

Requested by: Jolene Konechne

(Administrator)

**Huron School District
New Hire Justification**

Date: March 27, 2020

Applicant Information

Applicant Name: Elizabeth Katz

Address: 608 N Kline St Aberdeen, SD

Phone: 605-350-7208

Education: Huron High school 2014 and NSU 2018

Experience: Played four years in Huron and coached two years at Aberdeen Central

References:

Reason for New Hire

New Position:

Replacement: Replace Sam Kruse who resigned from coaching.

Position Information

Department: Athletics

Position: 9th VB

Supervisor: Shelly Buddenhagen and Terry Rotert

Responsibilities: Coach 9th VB and help with varsity

Hours: after school and weekends

Hiring Information

Wages: \$4360.00 (2019-20 base)

Classification:

Wage Justification:

Start Date: August 13, 2020

Requested by: Terry Rotert - AD

**Huron School District
New Hire Justification**

Date: April 7, 2020

Applicant Information

Applicant Name: Kelby Johnson

Address: 677 12th Street SW, Huron, SD 57350

Phone: 1-(605) 951-2151

Education: Bachelors degree from Dakota Wesleyan/ Masters from USD

Experience: 2nd grade teacher at Madison School

References: (Employed by District Presently)

Reason for New Hire

New Position: Concession Worker

Replacement: -----

Position Information

Department: Concession

Position: Concession Worker

Supervisor: Carol Tompkins

Responsibilities: Concessions

Hours: Variable as needed

Hiring Information

Wages: 12.20 per hour

Classification: ----

Wage Justification: Experienced Concessions Adult

Start Date: March 2020

Requested by: Carol Tompkins
(Administrator)

**Huron School District
New Hire Justification**

Date: April 8, 2020

Applicant Information

Applicant Name: Michael Scott

Address: PO Box 1638 Eagle Butte, SD 57625

Phone: 605-360-7999

Education: Brandon Valley HS and Augustana

Experience: Played football at BV and has been Head Coach at Cheyenne-Eagle Butte for the past seven years.

References: Vicki Birkeland, Jane Azure, Michael Schmitz

Reason for New Hire

New Position:

Replacement: Replace Zach Campbell who is moving.

Position Information

Department: Athletics

Position: Assistant Football

Supervisor: Terry Rotert and Scott Spanton

Responsibilities: Assist at practice and coach JV/V games

Hours: after school, some evening and weekends

Hiring Information

Wages: \$4360 (2019 base)

Classification:

Wage Justification: ES-0 unless given years of experience as head coach

Start Date: August, 2020

Requested by: Terry Rotert - AD

**Huron School District
New Hire Justification**

Date: April 8, 2020

Applicant Information

Applicant Name: Tyler Spanton

Address: 402 7th Ave NW Jamestown SD 58401

Phone: 210-618-6731

Education: John Paul Stevens HS San Antonio and University of Jamestown

Experience: Played FB at both levels and grad assistant at Jamestown

References: Andy Skunberg Head FB Jamestown and Mark West

Reason for New Hire

New Position:

Replacement: Replace David Westby who transferred to 7th FB.

Position Information

Department: Athletics

Position: Assistant Football

Supervisor: Terry Rotert and Scott Spanton

Responsibilities: Assist at practice and coach JV/V games

Hours: after school, some evening and weekends

Hiring Information

Wages: \$4360.00 (2019 base)

Classification:

Wage Justification: ES-0

Start Date: August, 2020

Requested by: Terry Rotert - AD

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

Leah Hofer

March 20, 2020

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 **\$ 44769** 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 **8/10/2020** 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
Hired 2020-2021 W/BS and 4 years teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 10. 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 MONDAY, MARCH 30, 2020*****

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 23rd day of March, 2020
Witness: Dolly Venables

Print Name: Leah Hofer
Sign here: Leah Hofer
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Leah Hofer
Present Address 39690 195th St – Hitchcock, SD 57348
Position Applied For Language Arts Teacher – Huron High School

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>SD State University</u>	<u>2014/BS – Agriculture Science</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>Hitchcock-Tulare</u>	<u>4 years/2016-2020</u>	<u>JH/HS/Eng LA, Speech</u>
_____	_____	_____

4. **Base Salary:** \$44,769 **Teaching Assignment:** Language Arts Teacher - HHS

Extra Duty: \$ _____ **Ex Duty Assignment** _____

Total Salary: \$44,769

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

Courtney Clarke

March 20, 2020

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 **\$ 44641** 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 **8/10/2020** 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
Hired 2020-2021 W/BS 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 10. 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 MONDAY, MARCH 30, 2020*****

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 30th day of March, 2020

Witness: Dolly Venaleles

Print Name: Courtney Clarke

Sign here: [Signature]
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Courtney Clarke
Present Address 110 Sutherland St W – Wessington, SD 57381
Position Applied For ML Math Teacher – Huron Middle School

2. Preparation and Certification:

	<u>Name of School</u>	<u>Year/Degree</u>
College: BS Degree	<u>Black Hills State University</u>	<u>2017/BS – Elementary Ed w/5-8</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>Piedmont Valley Elementary</u>	<u>1 year/2017-2018</u>	<u>1st Grade Teacher</u>
<u>3-8 Colony Teacher – Miller</u>	<u>2 years/2018-2020</u>	<u>3-8</u>

4. **Base Salary:** \$44,641 **Teaching Assignment:** ML Math Teacher - HMS

Extra Duty: \$ _____ **Ex Duty Assignment** _____

Total Salary: \$44,641

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

Elizabeth Katz

March 31, 2020

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 **\$ 50455** 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 **8/10/2020** 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
Hired 2020-2021 W/BS and 2 years of teaching experience. The above salary includes \$4360 (ES-0) for 9th Gr VB;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 10. 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 WEDNESDAY, APRIL 8, 2020

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 2nd day of April, 2020

Witness: Kathryn Felsch

Print Name: Elizabeth Katz

Sign here: Elizabeth Katz
Teacher

HURON PUBLIC SCHOOLS
Huron, South Dakota
PERSONNEL DATA SUMMARY

1. Name Elizabeth Katz
Present Address 608 North Kline Street – Aberdeen, SD 57401
Position Applied For 7-8 Grade Science Teacher – Huron Middle School

2. Preparation and Certification:
- | | <u>Name of School</u> | <u>Year/Degree</u> |
|--------------------|----------------------------------|--------------------------|
| College: BS Degree | <u>Northern State University</u> | <u>2018/BS – Biology</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>Aberdeen Central High School</u> | <u>2 years/2018-2020</u> | <u>7th Gr/Biology & Honors Chemistry</u> |

4. **Base Salary:** \$46,095 **Teaching Assignment:** 7-8 Grade Science Teacher
Extra Duty: \$4,360 Ex Duty Assignment _____
Total Salary: \$50,455

March 30, 2020

To Whom It May Concern:

Please accept this letter as formal notice of my resignation as 3rd grade teacher with in the Huron School District effective at the end of the school year.

I am very thankful for my time at the Madison 2-3 Center. These past two years have been very rewarding. I have loved being able to work with amazing faculty, administration, and students. I am thankful for my time spent with the Huron School District,

Sincerely,

Amber Cope

April 1, 2020

Huron School District
150 5th Street SW
Huron, SD 57350

Mr. Nebelsick:

I'm writing to notify you that I am resigning from my educational and extra-curricular positions as an Alternative Education Teacher, Assistant Football Coach, and Strength and Conditioning Coach, effective after the 2019-2020 school year. I interviewed at Yankton School District and accepted the position of Assistant High School Principal.

I have enjoyed working with students, faculty, and all extra-curricular coaches. I have been blessed to receive excellent guidance from district administrators and faculty that helped in creating this opportunity. However, I feel that it is in my best interest in order to further grow in my professional career I resign from my current assignments and accept this opportunity.

I want to thank Huron School District(Huron High School) for the opportunities and support they have provided over the past five years serving as an educator, coach, and SDARNG member. I will continue to perform my duties at the highest level until the end of the contracted school year.

Sincerely,

A handwritten signature in black ink that reads "Zachary Campbell". The signature is written in a cursive, flowing style.

Zachary Campbell
Alternative Education Teacher
Assistant Football Coach
Strength and Conditioning Coach

Sarah Chapman
Sarah.chapman@k12.sd.us

April 5th, 2020

Huron School District
105 5th Street SD
Huron, SD 57350

Huron School Board and Administration,

I am writing you today to give my resignation as the 7th and 8th grade Special Education Teacher at Huron Middle School. This is effective at the end of the 2019-2020 school year.

I have enjoyed my year here and thank you for the opportunity to teach within your district. I have learned valuable skills in my time here and have grown professionally. Although it is hard to leave such a wonderful district, I have been given the opportunity to work in a district that is closer to my Parents and my siblings. I am looking forward to being able to move closer to family and be more involved in my niece and nephews' lives.

I was glad to be apart of the Huron Middle School this year. I was able to be apart of a great team of teachers, who helped me learn how to navigate the world of middle school aged children. I wish the best for Huron Middle School and the entire district.

If I can be of any help during this transition time, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Sarah Chapman". The signature is written in a cursive style with a long horizontal line extending to the right.

Sarah Chapman

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, 2020, to 12 midnight CST, June 30, 2021. 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 \$379,555.00.

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 _____, 2020, 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 _____, 2020.

Business Manager

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
PROPERTY AND LIABILITY FUND
PARTICIPATION AGREEMENT

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

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

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

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

1.1. ASBSD -- Associated School Boards of South Dakota.

1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property and liability, and worker's compensation coverage for school districts and their officers and employees in South Dakota.

1.3. Covered Party -- The DISTRICT identified herein, its officers, its school board, its elected school board members, and its employees while acting within the scope of their employment.

1.4. Employee -- Any full-time, part-time, or temporary individual, whether compensated or not, who provides or provided services authorized by the DISTRICT at the direction and control of the DISTRICT or its authorized agent. The term does not include independent contractors or an independent contractor's officers, employees, and agents.

1.5. Excess Coverage -- Additional coverage limits, also known as "umbrella coverage," providing identified amounts of liability coverage as specified in a written endorsement signed by both parties to this Agreement.

1.6. Claims Administrator -- Claims Associates Inc, P.O. Box 1898, Sioux Falls, SD 57101, Telephone (605) 333-9810, FAX (605) 333-9835.

1.7. Trust Administrator -- Associated School Boards of South Dakota, P.O. Box 1059, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.

1.8. Master Contract -- Any "stop loss," "reinsurance," "insurance contract," "excess coverage contract," "endorsement," or other indemnification agreement approved by the ASB Protective Trust Board of Trustees (hereinafter "Trust Board") providing coverage for all or part of the liability identified herein.

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

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

SECTION II COVERAGE

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

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

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

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

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

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

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

SECTION III
EXCLUSIONS

3.1.a. Exclusions from coverage shall be as provided in this Participation Agreement or the applicable Master Contracts.

3.1.b. In order to determine the extent of any exclusion, MEMBER must review the current Master Contract.

3.2. No coverage is provided under this Participation Agreement or any Master Contract for any use of the school grounds, buildings, facilities, vehicles, or busses granted by a school board pursuant to SDCL 13-24-20 or as may be amended.

3.3. In the event a court of competent jurisdiction were to finally conclude that SDCL 13-24-20 is unconstitutional and void, Section 3.2 shall be without effect and, in that event, coverage, if any, shall be as provided in the applicable Master Contract.

SECTION IV
TRUST OBLIGATIONS

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

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

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

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

SECTION V MISCELLANEOUS

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

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

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

SECTION VI WRITTEN NOTICE AND TERMINATION

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

A MEMBER that provides written notice of its decision not to renew coverage and leaves the TRUST, or whose membership is terminated as set forth in this section, is not allowed to rejoin the TRUST for the consecutive 24 months.

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

SECTION VII ENTIRE AGREEMENT

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

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

SECTION VIII
MEMBERS' OBLIGATIONS

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

- 8.1. Each MEMBER remains solely and individually responsible for all decisions concerning its safety programs and practices, and may not rely upon the evaluation of TRUST agents, if any, in making final decisions concerning the MEMBER'S safety programs and risk management practices.
- 8.2. If any claim or suit is made or other proceeding is brought against the MEMBER, the MEMBER shall within fifteen (15) days, transmit to the Trust Administrator **and** the Claims Administrator any demand, notice of injury, summons, or other process received, and prepare such claim forms as may be required by the Trust Administrator or the Claims Administrator to process such proceeding, claim, or suit. **Failure of the MEMBER to provide a copy of any summons and complaint received by the MEMBER within fifteen (15) days of service thereof, or within fifteen (15) days of admitting service thereto, shall void coverage under this Participation Agreement and any Master Contract.**
- 8.3. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of suits, hearings, or proceedings. The MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency first aid, unless such expenditures shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.
- 8.4. Each MEMBER shall make prompt payment of all contributions and assessments as required by this Participation Agreement and the Trust Bylaws. **Failure to make timely payment of a contribution voids coverage under this Participation Agreement.**
- 8.5. The MEMBER does hereby appoint the TRUST as agent to act on the MEMBER'S behalf to file reports, confess judgment, or to arrange for payment of claims, medical expenses, and other costs, and to do all things required or necessary insofar as they affect the MEMBER'S liability, subject to Section 2.2 herein. The MEMBER hereby appoints the attorney designated by the Executive Director of the ASBSD or his designee to represent the MEMBER in any proceeding for which a defense is afforded.
- 8.6. The MEMBER agrees that upon payment of any loss or the incurring of any expense by the TRUST under this Participation Agreement, the TRUST is fully subrogated to the extent of all such payment to all rights of the MEMBER against any person or other entity which is or may be legally responsible for such damages or losses. The MEMBER agrees to execute a specific subrogation agreement as necessary, and to render all reasonable assistance, other than pecuniary assistance, to affect recovery under the rights of subrogation transferred herein and shall refrain from any act or omission which will likely impair such right of subrogation.
- 8.7. The Trust Board, its designee, the Claims Administrator, or the Trust Administrator, and any of their agents, servants, employees, or attorneys are permitted at all reasonable times to inspect the MEMBER'S workplaces, plants, works, machinery, buildings, records, and appliances relating in any manner to the subject of this Participation Agreement, and shall be permitted, within three (3) years following any claim, to inspect any contract, document, or other record which shows or would tend to show or verify contributions which are

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

SECTION IX
MAXIMUM COVERAGE LIMITATIONS

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

SECTION X
CONTRIBUTION AND TERM OF COVERAGE

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

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

Huron School District

School Superintendent

Date

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

Business Manager

Date



Huron School District

Associated School Boards Property/Liability Fund

Renewal Proposal

Policy Period: July 1, 2020 - June 30, 2021

Effective Date: 7/1/2020

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

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

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

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

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

Member Deductibles

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

Policy Exclusions

- Standard exclusions apply please see policy for details

Crime Policy

Coverages and Limits:

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

Endorsements

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

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

Policy Exclusions

- Standard exclusions apply please see policy for details

Member Deductible

Member Crime Deductible: \$1,000

General Liability (Coverage A)

Coverages and Limits:

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

Member Deductibles

Member General Liability: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

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

Coverages and Limits:

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

School Board Legal Member Deductibles

School Board Legal Liability Claims: \$10,000

Defense Only Claims: \$5,000

Employee Benefits Liability Claims: \$0

Employment Related Practice Member Deductibles

Employment Related Practices Liability Claims: \$10,000

Policy Exclusions

- Standard exclusions apply please see policy for details

Defense Only Coverage (Coverage B)

Coverages and Limits:

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

Defense Only Coverage includes:

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

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

Member Deductible

Defense Only: \$5,000

IEP Defense: \$5,000

Automobile Liability

Coverages and Limits:

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

Member Deductibles

Auto Liability Member Deductible: \$0

Policy Exclusions

- Standard exclusions apply please see policy for details

Quick Summary of Coverages, Deductibles, and Policy Limits

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

Special Notices

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

Additional Member Options

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

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

Premium Summary: Huron School District

Date Due on or before: August 1, 2020

<i>Description</i>	2020-2021 Renewal Premium
<i>TIV (Total Insured Value) Comparison</i>	
2019/2020	\$94,257,718.00
2020/2021	\$94,284,468.00
<i>TIV Increase/(Decrease)</i>	\$26,750.00
Property Premium	\$258,599.00
Liability Premium	\$120,956.00
Premium Grand Total	\$379,555.00

Current Participating Members

ASB Property/Liability Fund 2019-2020

Alcester-Hudson School District	Lyman School District
Baltic School District	Marion School District
Bennett County School District	Meade School District
Big Stone City School District	Menno School District
Bison School District	New Underwood School District
Cornbelt Educational Cooperative	Northwest Area Ed Coop
Custer School District	Northwestern Area School District
Doland School District	Oelrichs School District
Douglas School District	Oglala Lakota County School District
Dupree School District	Scotland School District
Edgemont School District	Sisseton School District
Faith School District	Spearfish School District
Frederick Area School District	Stanley County School District
Herreid School District	Timber Lake School District
Hot Springs School District	Todd County School District
Huron School District	Tripp-Delmont School District
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



Huron School District

Please indicate which options you would be interested in receiving pricing:

Pricing will not be available until after April 22nd


Deductible based on the school district Total Insured Value (TIV), not wind/hail

- \$2,500 / \$5,000 Current Coverage
- \$10,000 / \$20,000

Buy down your auto deductible to \$1,000

- Yes
- No


Business Manager


Date

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

BE IT HEREBY MOVED AND RESOLVED by the HURON SCHOOL DISTRICT School Board of the HURON SCHOOL DISTRICT, acting pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the ASB Workers' Compensation Trust Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2020, to 12 midnight CST, June 30, 2021. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$89116.

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 _____, 2020, at _____, South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the HURON SCHOOL DISTRICT School Board in open session at a regularly-called meeting on the ____ day of _____, 2020.

Business Manager

ASSOCIATED SCHOOL BOARDS
PROTECTIVE TRUST
WORKERS' COMPENSATION FUND
PARTICIPATION AGREEMENT

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

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

WHEREAS, the ASB PROTECTIVE TRUST WORKERS' COMPENSATION FUND exists for the purpose of providing workers' compensation coverage for MEMBER DISTRICTS;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, workers' compensation, and liability coverage for school districts and their officers and employees in South Dakota (hereinafter referred to as "Trust").
- 1.3. Covered Party -- The MEMBER DISTRICT identified herein.
- 1.4. Employee -- Any full-time, part-time, or temporary individual, whether compensated or not, who provides or provided services authorized by the DISTRICT at the direction and control of the DISTRICT or its authorized agent. The term does not include independent contractors or an independent contractor's officers, employees, and agents. The term does include an enrolled student performing assigned duties without pay in an approved vocational education program away from the school premises as provided in SDCL 62-1-4.1.
- 1.5. Claims Administrator -- Claims Associates, Inc., P.O. Box 1898, Sioux Falls, South Dakota 57101, Telephone: (605) 333-9810, FAX (605) 333-9835.
- 1.6. Trust Administrator -- Associated School Board of South Dakota, 306 East Capitol, Pierre, South Dakota 57501, Telephone (605) 773-2500, FAX (605) 773-2501.
- 1.7. Master Contract -- Any "stop loss," "reinsurance," "insurance contract," "excess coverage contract," "endorsement," or other indemnification agreement approved by the ASB Protective Trust Board of Trustees (hereinafter "Trust Board") providing workers' compensation coverage for all or part of the liability identified herein.

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

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

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

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

SECTION II COVERAGE

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

2.1. The TRUST will pay promptly when due those sums that the MEMBER becomes legally obligated to pay on account of compensable injuries or damages to an employee up to the limits set forth herein and only as required by the workers' compensation laws of South Dakota.

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

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

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

In addition to claims filed during the coverage period, a notice of injury served upon a MEMBER pursuant to SDCL ch. 3-21 or SDCL 62-7-10 and received from the MEMBER by the TRUST prior to the expiration of coverage under this Agreement constitutes a claim under this Agreement.

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

SECTION III TRUST OBLIGATIONS

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

- 3.1. Day-to-day member communications.
- 3.2. Board and committee management, meeting management, communication and reporting.
- 3.3. Management of pool documents in accordance with pool record retention requirements (bylaws, board policies, meeting minutes, insurance policies, MOC's membership lists, member communications).
- 3.4. Reviewing and approving certificates of insurance (both incoming and outgoing).
- 3.5. Contract review.
- 3.6. Loss control services, training and advice.
- 3.7. Member services (newsletters, annual reports, education and marketing material, web site, etc.).
- 3.8. Marketing to potential new members (as determined by board policy).
- 3.9. Budget process management and communication.

- 3.10. Financial management and reporting.
- 3.11. Communication with and documentation for regulators.
- 3.12. Coordination of the annual financial audit and annual or semi-annual actuarial studies.
- 3.13. Claims management.
- 3.14. Claims review and litigation management.
- 3.15. Management of external service providers such as the auditor, actuary, broker, TPA and any outsourced services.
- 3.16. Monitor and address emerging risks and exposures to pool and members.
- 3.17. Technology solutions for pool operations and member communications and service.
- 3.18. Answers to coverage questions with input from insurers or reinsurers as appropriate.
- 3.19. Consulting – loss control, claims reviews, ERM, new services/coverages, staffing model.
- 3.20. Strategic/Succession planning.
- 3.21. Providing such reports and documentation as required by any Master Contract.
- 3.22. Preparing and filing reports required by the state or federal government or agencies thereof.
- 3.23. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 3.24. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.25. Developing programs for TRUST expansion.
- 3.26. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.27. Evaluation and establishment of reserves for claims.
- 3.28. Investigation and adjusting of claims.
- 3.29. Auditing claim losses and expenses incurred prior to making final payment.
- 3.30. Making payment of compensable property or liability benefits as required under the Master Contract, the Bylaws, and this Participation Agreement.

- 3.31. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 3.32. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 3.33. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 3.34. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- 3.35. Monitoring frequency and severity of claims' performance of MEMBERS.
- 3.36. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.
- 3.37. Determining proposed distributions to MEMBERS of excess reserves, if any, based upon the Fund's performance or such criteria as may be established subject to approval and adoption by the TRUST.
- 3.38. Retaining and authorizing outside legal and financial assistance.
- 3.39. Evaluation and establishment of reserves for claims.
- 3.40. Investigation and adjusting of claims.
- 3.41. Auditing claim losses and expenses incurred prior to making final payment.
- 3.42. Making payment of compensable benefits as required under the workers' compensation laws, the Master Contract or the Bylaws.
- 3.43. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claims.
- 3.44. Selecting and monitoring the attorneys employed to defend claims or suits by or against the MEMBER or the TRUST.
- 3.45. Providing such reports and documentation as required by any Master Contract.
- 3.46. Preparing and filing reports required by the state or federal government or agencies thereof.

- 3.47. Providing or contracting for loss control education and developing and disseminating a loss control program.
- 3.48. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 3.49. Securing excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of TRUST retention for claims in each area of coverage.
- 3.50. Developing programs for TRUST expansion.
- 3.51. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.
- 3.52. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.53. Retaining and authorizing outside legal and financial assistance and services.
- 3.54. Costs for administrative services provided to MEMBERS will be based upon a percentage of contribution earned and to include local agent fees, if any, and will be charged to the loss fund in an amount not to exceed ten percent (10%) per coverage year.

SECTION IV MISCELLANEOUS

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

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

4.2. New Member. Upon admission, a NEW MEMBER shall be required to maintain membership in the TRUST for a minimum period of three (3) consecutive years, unless the TRUST is terminated prior to the expiration of such period. Any NEW MEMBER that joins the TRUST after July 1, but before January 1 of the Fiscal Year, shall be allowed to apply that time in the TRUST toward the first year of their three (3) year initial commitment. Any NEW MEMBER that joins the TRUST between January 1 and June 30 of the Fiscal Year may not apply that time in the TRUST for the first year of the three (3) year initial commitment. A NEW MEMBER who fails to maintain membership in the TRUST for a minimum of three (3) consecutive years as set forth in this section shall pay to the TRUST, within thirty (30) days of

TRUST membership termination, and amount equal to contribution applicable to the years of membership remaining in the TRUST.

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

SECTION V WRITTEN NOTICE AND TERMINATION

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

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

SECTION VI ENTIRE AGREEMENT

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

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

SECTION VII MEMBERS OBLIGATIONS

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

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

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

7.3. Initiate and maintain a loss control program and follow recommendations of the TRUST, its Claims Administrator, Trust Administrator, and Risk Manager, if any, to promote the general welfare of its employees and the safety of their working environment. Each MEMBER remains solely and individually responsible for all decisions concerning its safety program and practices, and may not rely upon the evaluation of TRUST agents, if any, in making final decisions concerning the MEMBER'S safety programs and risk management practices.

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

7.5. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of hearings or proceedings. The

MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency medical services, unless such expenditure shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

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

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

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

7.9. The Trust Board, its designee, the Claims Administrator, or the Trust Administrator, and any of their agents, servants, employees, or attorneys are permitted at all reasonable times to inspect the MEMBERS workplaces, plants, works, machinery, buildings, records, and appliances relating in any manner to the subject of this Participation Agreement, and shall be permitted, within three (3) years following closure of any claim, to inspect any contract, document, or other record which shows or would tend to show or verify contributions which are payable or were paid to the TRUST. So long as a claim is pending against a MEMBER and being defended by the Trust, the obligation to cooperate and assist in the defense shall remain in force regardless of whether membership continues.

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

SECTION VIII MAXIMUM COVERAGE LIMITATIONS

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

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

SECTION IX
CONTRIBUTION AND TERM OF COVERAGE

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

IN WITNESS WHEREOF, the Superintendent hereby acknowledges participation in the Workers' Compensation Fund as indicated below.

HURON SCHOOL DISTRICT

School Superintendent

Date

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

Business Manager

Date



HURON SCHOOL DISTRICT

Associated School Boards Workers' Compensation Fund

Renewal Proposal

Policy Period: July 1, 2020-June 30, 2021

Executive Summary

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

Risk Pooling 101

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

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

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

ASB Workers' Compensation Fund's Broad Service Platform

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

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

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

ASB Workers' Compensation Fund keeps business local to South Dakota

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

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

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

2020-2021 Renewal Information

In 2017 we announced an AED grant program and provided over 80 AEDs and South Dakota school districts. We plan to keep the program running into the indefinite future.

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

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

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

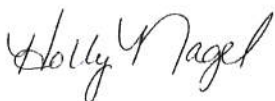
Premium Stabilization Reserve (PSR)

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

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

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

Cordially yours,



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

Workers' Compensation Coverage

HURON SCHOOL DISTRICT

Date Due: August 1, 2020

Coverage and Limits:

Description	2020-2021 Premium
Workers' Compensation	Coverage A---Statutory Coverage B---\$2,000,000
2020-2021 Estimated Payroll	\$17,200,000
2020-2021 Estimated Contributions before PSR	\$132,128
2020-2021 Rate change from 2019-2020 per \$100 of payroll before PSR	-23%
Share of Premium Stabilization Reserve (PSR) applied for rate relief	\$43,012
2020-2021 Rate per \$100 of payroll <u>after PSR</u>	.518
2020-2021 Estimated Contributions <u>after PSR</u> Total Amount Due:	\$89,116

Please see the last page for the detailed calculation use to arrive at your 2020-2021 estimated contribution.

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

Conditions of Quote, Coverages, or Binding:

- Self-Annual Payroll Audit

Exclusions include, but not limited to:

- Compliance with applicable trade sanction laws

Claims Reporting

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

ASB Workers' Compensation Fund Service Providers:

- Associated School Boards of South Dakota
 - Fund Administrator

- Claims Associates, Inc.
 - Third-Party Claims Administrator

- Arthur J. Gallagher & Company
 - Property/Liability & Workers' Compensation Broker

- Safety National Casualty Corporation
 - Reinsurance Carrier

- AON Global Risk Solutions
 - Actuarial services

- Eide Bailly, LLP
 - Certified Public Accounting Firm

- Safety Benefits
 - Loss Control Specialists

- BankWest Trust Department
 - Investment Manager

ASB WORKERS' COMPENSATION FUND SOUTH DAKOTA MEMBERSHIP 2019-2020

ABERDEEN SCHOOL DISTRICT #6-1
ALCESTER-HUDSON SCHOOL DISTRICT #61-1
ARMOUR SCHOOL DISTRICT #21-1
BALTIC SCHOOL DISTRICT #49-1
BELLE FOURCHE SCHOOL DISTRICT #9-1
BENNETT COUNTY SCHOOL DISTRICT #3-1
BIG STONE CITY SCHOOL DISTRICT #25-1
BISON SCHOOL DISTRICT #52-1
BRITTON-HECLA SCHOOL DISTRICT #45-4
CANTON SCHOOL DISTRICT #41-1
CORNBELT EDUCATIONAL COOPERATIVE
CUSTER SCHOOL DISTRICT #16-1
DELL RAPIDS SCHOOL DISTRICT #49-3
DE SMET SCHOOL DISTRICT #38-2
DEUEL SCHOOL DISTRICT #19-4
DOLAND SCHOOL DISTRICT #56-2
DUPREE SCHOOL DISTRICT #64-2
EAGLE BUTTE SCHOOL DISTRICT #20-1
EDGEMONT SCHOOL DISTRICT #23-1
EDMUNDS CENTRAL SCHOOL DISTRICT #22-5
EUREKA SCHOOL DISTRICT #44-1
FAITH SCHOOL DISTRICT #46-2
FREDERICK AREA SCHOOL DISTRICT #6-2
GETTYSBURG SCHOOL DISTRICT #53-1
GROTON AREA SCHOOL DISTRICT #6-6
HAAKON SCHOOL DISTRICT #27-1
HERREID SCHOOL DISTRICT #10-1
HIGHMORE-HARROLD SCHOOL DISTRICT #34-2
HITCHCOCK-TULARE SCHOOL DISTRICT #56-6
HOT SPRINGS SCHOOL DISTRICT #23-2
HURON SCHOOL DISTRICT #2-2
IPSWICH SCHOOL DISTRICT #22-6
JAMES VALLEY EDUCATION COOPERATIVE #17202
KADOKA AREA SCHOOL DISTRICT #35-2
KIMBALL SCHOOL DISTRICT #7-2
LAKE PRESTON SCHOOL DISTRICT #38-3
LANGFORD AREA SCHOOL DISTRICT #45-5
LEAD-DEADWOOD SCHOOL DISTRICT #40-1
LEMMON SCHOOL DISTRICT #52-4
LEOLA SCHOOL DISTRICT #44-2
LYMAN SCHOOL DISTRICT #42-1
MARION SCHOOL DISTRICT #60-3
MCINTOSH SCHOOL DISTRICT #15-1
MEADE SCHOOL DISTRICT #46-1
MENNO SCHOOL DISTRICT #33-2
MILBANK SCHOOL DISTRICT #25-4
MILLER SCHOOL DISTRICT #29-4
MITCHELL SCHOOL DISTRICT #17-2
NEW UNDERWOOD SCHOOL DISTRICT #51-3
NORTH CENTRAL SPECIAL EDUC. COOPERATIVE
NORTHWEST AREA SCHOOLS EDUC. COOPERATIVE
NORTHWESTERN AREA SCHOOL DISTRICT #56-7
OELRICHS SCHOOL DISTRICT #23-3
OGLALA LAKOTA COUNTY SCHOOL DISTRICT #65-1
PARKER SCHOOL DISTRICT #60-4
PARKSTON SCHOOL DISTRICT #33-3
REDFIELD SCHOOL DISTRICT #56-4
SCOTLAND SCHOOL DISTRICT #4-3
SELBY AREA SCHOOL DISTRICT #62-5
SIOUX VALLEY SCHOOL DISTRICT #5-5
SISSETON SCHOOL DISTRICT #54-2
SOUTH CENTRAL SCHOOL DISTRICT #26-5
SPEARFISH SCHOOL DISTRICT #40-2
STANLEY COUNTY SCHOOL DISTRICT #57-1
TIMBER LAKE SCHOOL DISTRICT #20-3
TODD COUNTY SCHOOL DISTRICT #66-1
TRIPP-DELMONT SCHOOL DISTRICT #33-5
WALL SCHOOL DISTRICT #51-5
WARNER SCHOOL DISTRICT #6-5
WATERTOWN SCHOOL DISTRICT #14-4
WAUBAY SCHOOL DISTRICT #18-3
WESSINGTON SPRINGS SCHOOL DISTRICT #36-2
WILMOT SCHOOL DISTRICT #54-7
WINNER SCHOOL DISTRICT #59-2

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

BE IT HEREBY MOVED AND RESOLVED by the Huron School District School Board of the Huron School District, acting in pursuant to SDCL ch. 1-24 and SDCL 13-10-3, 13-8-39, and the general authority of SDCL title 13, and hereby adopts, approves, and ratifies the South Dakota School District Benefits Fund Participation Agreement as attached hereto as EXHIBIT A, effective as of the time of adoption of this Motion.

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BE IT FURTHER MOVED AND RESOLVED that the Protective Trust Joint Powers Agreement and Bylaws are hereby adopted, and further that actions taken under the ASB Protective Trust Joint Powers Agreement and Bylaws and the South Dakota School District Benefits Fund Participation Agreement since the time and date the District initially joined said Trust are hereby ratified and approved to the same extent and effect as if each amendment thereto had been separately submitted and to the Board for approval prior to execution by the Superintendent and Business Manager.

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the Health Benefits Fund shall be submitted to the Board for approval prior execution by the Superintendent and Business Manager.

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2020 to 12 midnight CST, June 30, 2021. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

There is hereby delegated to the Superintendent the authority to carry out, or to further delegate subject to his supervision and responsibility, the obligations of the District identified in the Bylaws approved herein, the Participation Agreement, and the

Master Contracts provided by the Trust Administrator. Finally, the Board hereby agrees to indemnify the Trust and its members, pursuant to the process established in the Bylaws approved herein, the full amount of any assessment levied by the Trust Fund Board, including termination contribution, pursuant to the Bylaws and the full amount of any contribution agreed to in the current or subsequent Participation Agreements approved by the Board as submitted upon proper vouchers.

Done this _____ day of _____, 2020, at _____ South Dakota.

School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School District School Board in open session at a regularly-called meeting on the _____ day of _____, 2020.

Business Manager

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

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

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

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

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I
DEFINITIONS

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

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

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

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

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

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

SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contributions shall be paid in accordance to the provision in Section 1.6. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, if duly executed by an authorized representative of the TRUST and approved by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. Contributions are paid monthly. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.

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

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

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

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

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

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

SECTION III OBLIGATIONS OF THE BENEFIT FUND

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

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

SECTION IV TRUST OBLIGATIONS

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

- 4.1. Evaluation and establishment of reserves for claims.
- 4.2. Investigation and adjusting of claims.
- 4.3. Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- 4.4. Negotiating settlements with claimants as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- 4.5. Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- 4.6. Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- 4.7. Maintaining reports identifying MEMBERS' claims by category, payments made, and reserves of claims. Such reports shall be available to MEMBERS and each Trustee as required by policies adopted by the Trust Board.
- 4.8. Providing such reports and documentation as required by any applicable Summary Plan Description.
- 4.9. Preparing and filing reports required by the state or federal government or agencies thereof.
- 4.10. Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- 4.11. Monitoring frequency and severity of claims' performance of MEMBERS.
- 4.12. Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and notices regarding contribution changes and assessments.
- 4.13. Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.
- 4.14. Developing programs for TRUST expansion.

- 4.15. Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.
- 4.16. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 4.17. Retaining and authorizing outside legal and financial assistance.
- 4.18. Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board
- 4.19. An annual audit will be performed in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

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

Non-timely notice of termination of participation

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

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

Early termination of participation

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

Regular termination of participation

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

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

See Appendix B for example.

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

See Appendix C for example.

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

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

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

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

Huron School District

School Superintendent

Date

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

Business Manager

Date

Appendix A

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

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for **Section 2.9 & 5.4** example:

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

Appendix B

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

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Section 5.5 example:

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

Appendix C

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

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

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

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

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

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

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

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

Not Applicable

Total Termination Contribution amounts for Section 5.5.1 example:

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



EXHIBIT A

FY20 Health Plan Premium Equivalent Rates

Huron

Billing Unit 027A

Increase: 0%

<u>Plan Name:</u>	<u>Plan Design</u>	<u>FY21 Active Rates</u>	<u>FY21 COBRA Rates</u>	<u>FY21 Retiree Rates</u>
Plan 1 - \$1,000 PPO XID	\$1,000 / \$2,000			
Single		\$726.00	\$741.00	\$763.00
Employee + 1		\$1,451.00	\$1,481.00	\$1,524.00
Employee and Dependents		\$1,313.00	\$1,340.00	\$1,379.00
Family		\$1,813.00	\$1,850.00	\$1,904.00



Associated School Board Protective Trust
 306 E. Capitol Avenue, Pierre, SD 57501
 605-773-2500

An Independent Licensee of the Blue Cross and Blue Shield Association

March 2020

Dear South Dakota School District Benefits Fund Member:

Throughout the year, South Dakota School District Benefits Fund (SDSDBF), a sub-fund of Associated School Board Protective Trust (), administered by Associated School Boards of South Dakota and strategic partner, Wellmark Blue Cross and Blue Shield of South Dakota work together to provide SDSDBF members with high value group health plans and an exceptional level of service. Your group's annual health plan renewal will take place on **July 1, 2020**.

We would like to assist you with your renewal of your health coverage. In order to complete processing of your renewal, please complete the section below and email to hnagel@asbsd.org. **This completed renewal election form is due Friday, April 10, 2020.**

Please note: All employee open enrollment changes for July 2020, including benefit elections and adding or removing dependents, will be updated through BluesEnroll. You will be notified when you can begin making changes for open enrollment.

GROUP HEALTH PLAN SELECTION		
PLEASE MARK THE APPROPRIATE BOX(ES) BELOW TO MAKE YOUR GROUP HEALTH PLAN SELECTION FOR 2020.		
GROUP NUMBER(S):	81407-027A, 127R, 727C	
GROUP NAME:	Huron School District	
Previous Plan Elections:	Options: 1 you are limited to 3 plan options, TOTAL	
AVESIS VISION	<input type="checkbox"/> YES - VOLUNTARY VISION <input checked="" type="checkbox"/> Not at this Time	
WE ELECT TO RENEW OUR -SDSDBF GROUP HEALTH PLAN EFFECTIVE JULY 1, 2020 WITH THE FOLLOWING BENEFIT OPTION(S). MAX of 3		
<input checked="" type="checkbox"/>	OPTION 1:	\$1000 SINGLE DEDUCTIBLE/\$2000 FAMILY DEDUCTIBLE
<input type="checkbox"/>	OPTION 2:	\$1500 SINGLE DEDUCTIBLE/\$3000 FAMILY DEDUCTIBLE
<input type="checkbox"/>	OPTION 3:	\$2000 SINGLE DEDUCTIBLE/\$4000 FAMILY DEDUCTIBLE
<input type="checkbox"/>	OPTION 4:	\$2500 SINGLE DEDUCTIBLE/\$5000 FAMILY DEDUCTIBLE
<input type="checkbox"/>	OPTION 5:	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)/HSA-QUALIFIED \$3000 SINGLE DEDUCTIBLE / \$6000 FAMILY DEDUCTIBLE <input type="checkbox"/> YES -We would like WAGE WORKS ADMINISTRATION for our HDHP <input type="checkbox"/> No, Keeping our Current Banking Administrator for HDHP
<input type="checkbox"/>	OPTION 6:	\$3500 SINGLE DEDUCTIBLE/\$7000 FAMILY DEDUCTIBLE
<input type="checkbox"/>	OPTION 7:	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)/HSA-QUALIFIED \$5000 SINGLE DEDUCTIBLE / \$10,000 FAMILY DEDUCTIBLE <input type="checkbox"/> YES -We would like WAGE WORKS ADMINISTRATION for our HDHP <input type="checkbox"/> No, Keeping our Current Banking Administrator for HDHP
<input type="checkbox"/>	OPTION 8:	\$5000 SINGLE DEDUCTIBLE / \$10,000 FAMILY DEDUCTIBLE

Signature: Date: 4-6-2020

Should you have any questions, please feel free to contact the following individual listed below:

Holly Nagel, CFO / Director of Protective Trust Services
 Associated School Boards of South Dakota | 306 E. Capitol Avenue | Pierre, SD 57501 | hnagel@asbsd.org | 605-773-2515

Thank you for choosing to be an ASBSD member and enrolling in the SDSDBF sponsored group health plan. We look forward to serving you and your employees in the year ahead.



Linda Pietz
Director of Curriculum,
Instruction & Assessment
150 5th St. SW
Huron, SD 57350
P: (605) 353-6992
F: (605) 353-8605
Linda.Pietz@k12.sd.us

April 9, 2020

Huron Board of Education:

Due to the COVID 19 outbreak, the transformation to distance learning, the difficulty of receiving products safely, and the uncertainty of when we will be able to properly train staff to implement a new curriculum I am recommending that we delay the purchase, adoption, training, and implementation of English Language Arts until the 2021-2022 school year. It is a K-12 adoption that costs approximately \$250,000.00 and with our unprecedented, uncertain economic time it also is fiscally responsible to delay this expenditure.

Attached is the adjusted curriculum adoption schedule with the delay of ELA.

Sincerely,

A handwritten signature in blue ink that reads 'Linda J. Pietz'. The signature is written in a cursive, flowing style.

Linda J. Pietz

A decorative orange wavy bar at the bottom of the page, starting with a rounded top on the left and tapering to a thin line on the right.

HURON SCHOOL DISTRICT CURRICULUM REVISION CYCLE 04/09/2020

Curriculum Area(s) *K-12 unless noted	Study Begins	Align Curriculum Select Instructional Resources	Board Approval	Implement Curriculum
*ELA Delayed Adoption/Implementation due to COVID 19	*ELA Completed 2019-2020	*ELA Completed 2019-2020	*Delayed until 2021	2021-2022
Guidance Foreign Language (Gr. 9-12) Driver's Education (Gr. 9-12) ESL	Fall 2021	2021-2022	April 2022	2022-2023
Music Art PE	Fall 2022	2022-2023	April 2023	2023-2024
Science	Fall 2023	2023-2024	April 2024	2024-2025
Social Studies	Fall 2024	2024-2025	April 2025	2025-2026
Mathematics	Fall 2025	2025-2026	April 2026	2026-2027
Health (Gr. 9) Business (Gr. 9-12) Computer Science/Technology (Gr. 9-12) Family and Consumer Science (Gr. 9-12) Tech Arts/Trade/Industrial (Gr. 5-12)	Fall 2026	2026-2027	April 2027	2027-2028