

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

Vision: *Respect – Pride – Excellence for All*

AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
Monday, April 12, 2021
5:30 p.m.

The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. 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 13	School Board Election
April 14	Early Release
April 26	Board of Education Meeting – 5:30 p.m. – IPC
May 5	Early Release
May 10	Board of Education Meeting – 5:30 p.m. – IPC
May 12	Employee Recognition Banquet – Huron Event Center
May 19	Baccalaureate – 8:00 p.m. – Huron Arena
May 21	Last Day of Classes / Early Release
May 23	Graduation – 2:00 p.m. – Huron Arena
May 24	Teacher Checkout
May 24	Board of Education Meeting – 5:30 p.m. – IPC
May 31	Memorial Day Holiday
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, Board Members, and volunteers must be approved in order to be covered by our workers' compensation plan.

 - 1) Eva Barnes/SPED Para-Educator-Buchanan/\$15.39 per hour
 - 2) Schuyler Holtrop/9th Gr Boys Basketball Coach/\$4,520 per year
 - 3) Mark Owens/School Nutrition Substitute/\$14.84 per hour

- e) **Contracts for Board Approval**
 - 1)
- f) **Resignations for Board Approval**
 - 1) Eva Barnes/Food Service/1 year
 - 2) Jodi Walter/Speech Language Pathologist Assistant/35 years
 - 3) Signe Harmon/Concessions
 - 4) Angie Rans/Concessions
 - 5) Kelly Rotert/Special Education Academic Evaluator/36 years
 - 6) Jordon Glanzer/Teacher - Buchanan K-1/6 years
- g) **Classified Request to be Recognized for Negotiation Purposes**
 - Custodial and Maintenance Personnel – Dean Hirsch Korn & Chad Beck
 - Food Service Personnel – Vicky Davis & Janet Johnsen
 - Full-Time Personnel – Sonia Malley & Pam Biel
 - Para-Educators
 - Building Secretaries – Angie Boetel & Mandy Hofer
 - Instructional Aides – Pat VanVleet, Joyce Maras, Dayna Winter, Robert Brooks, & Peggy Harkness
- h) **Principal Hinker Requests Permission for 4th Grade Students to Participate in the Pollinator Field Trip - May 13 and 14**
- i) **Advertising Agreement Renewal – Huron Arena:**
 - Domino’s Pizza
 - Tiger Stadium:**
 - Domino’s Pizza
- j) **Permission to Bid for Diesel & Gasoline for 2021-2022**
- k) **Permission to Bid for CTE House**
- l) **Permission for Title III Consortium participants in the ENL program to visit our ESL Summer School program**
- m) **Request Approval to Hold the School’s On-Line Surplus Property Auction – July 26, 2021**
 Ben Meyer will conduct the on-line auction with the auction closing on July 26 and load outs on July 27.
- n) **Request to Accept Bid from Allied Plumbing & Heating, Inc. for MS Chiller & Temperature Controls**

(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:**

- **Tristan Cardona (12)** for placing 1st in the MTC Welding Competition out of 75 competitors. Tristan won approximately \$4,000 in prizes and scholarships.
- **Amy Schoenfelder (Buchanan K-1 Center)** for being selected the American Legion Post 7 Educator of the Year

THANK YOU TO:

-

10. REPORTS TO THE BOARD:

- a) Classified Employee of the Month – Presented by Kathie Bostrom
Aaron Mudge, Substitute Bus Driver – Transportation Department has been selected as Classified Employee of the Month for May 2021. Nomination comments are included in this packet. Congratulations Aaron!
- b) Business Manager’s Report
- c) Superintendent’s Report

11. OLD BUSINESS

- a) Policy GCA-22 Professional Staff Description – School Social Worker – 2nd Reading
- b) Ratify Teacher Negotiations

12. NEW BUSINESS

- a) ASBSD Property/Liability Fund Renewal for 2021-2022
- b) ASBSD Worker’s Compensation Fund Renewal for 2021-2022
- c) ASBSD Health Fund Renewal for 2021-2022
- d) South Dakota High School Activities Association – School Board Resolution
Authorizing Membership in the South Dakota High School Activities Association
- e) Kelly Hennrich, HHS Key Club Advisor, is requesting permission to hold the “Homeless Sleep Out” on Friday, May 7 at approximately 7:00 p.m. in the courtyard at Huron High School. Mr. Hennrich understands the event needs Board approval if the district is still operating in “yellow”.

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

To Heather Rozell and the Huron School Board,

I plan to retire at the end of the school year, May 2021. It has been a career I have totally loved for 35 years! Thank you to Heather Rozell and the Huron School District.

Jodi Walter

Madison School SLPA

Venables, Dolly

From: Reilly, Amanda
Sent: Monday, March 29, 2021 9:23 AM
To: Christopherson, Kelly; Nebelsick, Terry; Venables, Dolly; Snyder, Brenda; Neuharth, Ashley (Huron)
Subject: Concessions resignations

Good morning,

I have received text messages from Signe Harmon and Angie Rans that they wish to resign from concessions. Thank you.

Amanda Reilly, Nutrition Director
Huron School District
1045 18th Street SW
Huron, SD 57350
(605)353-6909



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Rec'd 3/30/2021

March 30, 2021

Dear Supt. Nebelsick,

With a heavy heart and much regret, I am submitting my resignation effective at the end of the 2020-2021 school year. I recently have been told that my position as the school district's Academic Evaluator will be eliminated. Therefore, after 36 years of service, I will be retiring from the Huron School District.

Sincerely,


Kelly Rotert

Jordon Glanzer
445 20th St SW Huron, SD 57350
jordon.glanzer@k12.sd.us

April 6, 2021

Peggy Heinz

Buchanan K-1 Center

Huron, SD 57350

Dear Mrs. Heinz,

With deepest regret, please accept my resignation from my position as a Kindergarten teacher at Buchanan K-1 Center. My last day will be the end of the 2020-2021 school year. This decision was not an easy one, but my family and I will be moving to the Brookings, SD area.

The staff at Buchanan have become my family and I have loved my time here. I have thoroughly enjoyed the past 6 years and cannot thank you enough for the opportunities I have had at the Huron School District.

Thank you for your advice, mentorship and leadership. It has been a privilege to work for you.

Sincerely,

Jordon Glanzer

From: Hirsch Korn, Dean
Sent: Tuesday, March 16, 2021 10:42 AM
To: Venables, Dolly
Subject: Re: Negotiations

Chad and myself will be representing and we are asking for a cost of living raise only. Thanks Dolly.

Dean Hirsch Korn
Huron Middle School
Custodian

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Huron Public Schools
1045 18th SW
PO Box 949

March 9, 2021

Board of Education
Terry Nebelsick
Huron Public Schools
Huron, SD 57350

Dear Mr. Nebelsick,

The school nutrition department of the Huron Public Schools request recognition as a bargaining unit for the 2020-21 school year.

Thank you,

Vicky Davis , Janet Johnsen
Food Service, Cashier/Secretaries



Pamela Biel
Administrative Assistant
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
pamela.biel@k12.sd.us

March 10, 2021

Board of Education Members
Terry Nebelsick
Huron School District
Huron, SD 57350

Dear Board Members and Mr. Nebelsick,

The full time classified, Class I employees of the Huron School District request recognition as a bargaining unit for the 2021-2022 school year.

Thank you.

Sincerely,

Sonia Malley and Pam Biel
Administrative Assistants



March 17, 2021

To Whom It May Concern:

On behalf of the office secretaries for the elementary schools/middle school, we would like to request to be recognized by the board for the 2021-22 school year negotiations.

Sincerely,

Angie Boetel
Madison 2-3 Center Secretary

Mandy Hofer
Washington 4-5 Center Secretary

March 30, 2021

Dear Board of Education,

As representatives of the Para Educators group, we request to be recognized as a bargaining unit for negotiations for the Para Educator staff for 2021-2022 school year.

Sincerely,

Pat VanVleet
Joyce Maras
Dayna Winter
Robert Brooks
Peggy Harkness

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 18th day of March, 2021, by and among DOMINO'S PIZZA ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for the Huron Arena dated September 30, 2004 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 2 (two) years from and after January 1, 2021, and ending on December 31, 2022.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars) per year, payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial MS

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.

Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.

X Renewing Huron Arena and Tiger Stadium for 2021 and 2022 for \$2,125 per year (Huron Arena) and \$1,275 per year (Tiger Stadium)

Huron Arena Payment Schedule for 2021

Payment #1: \$531.25 Payment due on or before: March 1, 2021

Payment #2: \$531.25 Payment due on or before: May 1, 2021

Payment #3: \$531.25 Payment due on or before: August 1, 2021

Payment #4: \$531.25 Payment due on or before: November 1, 2021

Huron Arena Payment Schedule for 2022

Payment #1: \$531.25 Payment due on or before: March 1, 2022

Payment #2: \$531.25 Payment due on or before: May 1, 2022

Payment #3: \$531.25 Payment due on or before: August 1, 2022

Payment #4: \$531.25 Payment due on or before: November 1, 2022

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Advertiser Initial *MM*

Owner Initial _____

ADVERTISER: Domino's Pizza

By *Melissa Anderson*
[authorized signature only]

Melissa Van Diepen
[print or type name clearly]

Title President
Dated 3/18/21

Address: P.O. Box 76

City, State, Zip: Cavour, SD 57324

Phone: (605) 350-2456

Fax: _____

Email Address: dominospizza1815@gmail.com

OWNER: Huron School District 2-2

By _____

Huron Board of Education

Board Approved _____

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 18th day of March, 2021, by and among DOMINO'S PIZZA ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Tiger Stadium dated May 12, 2010 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 2 (two) years from and after January 1, 2021, and ending on December 31, 2022.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$1,500 (one thousand five hundred dollars) per year, payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial ms

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.

Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.

Renewing Huron Arena and Tiger Stadium for 2021 and 2022 for \$2,125 per year (Huron Arena) and \$1,275 per year (Tiger Stadium)

Tiger Stadium Payment Schedule for 2021

Payment #1: \$318.75 Payment due on or before: March 1, 2021

Payment #2: \$318.75 Payment due on or before: May 1, 2021

Payment #3: \$318.75 Payment due on or before: August 1, 2021

Payment #4: \$318.75 Payment due on or before: November 1, 2021

Tiger Stadium Payment Schedule for 2022

Payment #1: \$318.75 Payment due on or before: March 1, 2022

Payment #2: \$318.75 Payment due on or before: May 1, 2022

Payment #3: \$318.75 Payment due on or before: August 1, 2022

Payment #4: \$318.75 Payment due on or before: November 1, 2022

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Advertiser Initial *WV*

Owner Initial _____

ADVERTISER: Domino's Pizza

By *Luisa Kauder*
[authorized signature only]

Melissa Van Diepen

[print or type name clearly]

Title President

Dated 3/18/21

Address: P.O. Box 76

City, State, Zip: Cavour, SD 57324

Phone: (605) 350-2456

Fax: _____

Email Address: clominospizza1815@gmail.com

OWNER: Huron School District 2-2

By _____

Huron Board of Education

Board Approved _____



SCHOOL DISTRICT
Business Office

Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Date: April 6, 2021

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson 

RE: Middle School Chiller and Temperature Controls Bid

Bids for the middle school chiller and temperature controls were opened on April 6. A complete bid tabulation and engineer's recommendation are attached.

We recommend accepting the low bid from Allied Plumbing & Heating Inc. in the amount of \$770,000 for the chiller replacement and building controls update. We also recommend accepting the bid for alternate #1, this will air condition both middle school gymnasiums.

Christopherson, Kelly

From: Norm deWit <ndewit@aceinet.com>
Sent: Wednesday, April 7, 2021 9:57 AM
To: Christopherson, Kelly; Halbkat, John
Cc: Jordan deWit; Sue Mogen
Subject: [EXT] bid recommendation

Kelly;

We have received bids on the chiller/BAS replacement project and recommend accepting the bid of Allied P&H. The pricing came in 5% below our estimate and Allied is a qualified contractor.

The Alternate is also recommended if the District is so inclined.

We will proceed with implementing the Contract as soon as we hear from the District.

Norm

Classified Employee of the Month

Name	<u>Aaron Mudge</u>
Position	<u>Substitute Bus Driver</u>
Date	<u>May 2021</u>

Due to his appointment as a full time pastor, Aaron regretfully had to resign his position as the driver of route #3 in June of 2019. In August of 2020, Aaron received a phone call from me, basically begging him to come back as a substitute bus driver. We were desperately short of substitute drivers going into the start of the 2020-2021 school year. I am forever grateful and indebted to Aaron because he agreed to come back and help as a substitute driver. Now mind you, he did put restrictions on my asking him to drive...he wouldn't allow me to assign him to drive every day. ☺


With that in mind, Aaron has been second to none with his commitment to helping the Huron School District Transportation Department. I may not ask of his services every day, but I have several times a week every week since the first day of school this year. I know that there have been times when Aaron should have told me no because of his other commitments and responsibilities, but he has more times than not come to my rescue, Aaron truly cares about our students and about this department being successful at providing safe and consistent transportation for them.

Even with the stress and time requirements of his full time career responsibilities, as well as, making time to be a loving and committed spouse, Aaron always shows up to drive with a smile on his face and a very positive attitude. He is always very happy to help out however he can and you can literally feel that positive energy coming from him. These things alone have been priceless and very uplifting to us in this year full of struggles.

Aaron, I can't thank you enough for your service to student bussing and your dedication and loyalty to this department. Congratulations on being such a deserving classified employee of the month for the Huron School Transportation Department.

With never ending gratefulness,

Kathie Bostrom
Director of Transportation

	Huron School District #2-2	Code: GCA- 22 Professional Staff Description – School Social Worker
	Policies and Regulations	

Professional Staff Description – School Social Worker

A school social worker provides interventions with students and their families to assist them with the following:

1. Working with students, parents, and school staff members to intervene in a wide range of personal / social concerns to help students become and remain successful at school.
2. Working with principals in identifying students qualifying under Title I-D
 - a. Children and youth who have been adjudicated within the juvenile justice system but have returned to school
 - b. Migrant children
 - c. Immigrant children
 - d. Pregnant and parenting youth
 - e. Children who are at-risk of school failure or who have failed before
 - f. Children who have limited English proficiency
 - g. Children who have dropped out of school
3. Establishing collaborative professional relationships within the school, district, and community.
4. Participating in building level team meetings such as TAT, IEP, etc.
5. Assisting students and their families to access appropriate community agencies and service providers.
6. Assessing and improving family engagement; supports families in communicating effectively with school personnel.
7. Intervening in excessive absence or truancy cases.
8. Working collaboratively with school counselors and other school personnel to support student success.
9. Pursuing professional growth and development.
10. Performing other duties as assigned.



Terry Nebelsick EdS.

Superintendent

150 5th St. SW

Huron, SD 57350

P: (605) 353-6990

C: (605) 354-0050

terry.nebelsick@k12.sd.us

April 12, 2021

TO: Board of Education


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

SUBJECT: Ratification of 2021-2022 Negotiated Agreements

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

- 1) Policy GCBC-1 (N)
- 2) Policy GCBA-1 (N)
- 3) Policy GCBA-2 (N)

Health Insurance/Benefit Package
Professional Staff Hiring Schedule 2021-2022
Extra Duty Schedule

	Huron School District #2-2	Code: GA-1(N) (4101) Certified Negotiations Written Agreement
	Policies and Regulations	

Certified Negotiations Written Agreement

The attached policies are those that have been negotiated and agreed upon by the Board of Education and the Huron Education Association for the school district fiscal year beginning on July 1, 2021 and ending on June 30, 2022.

These policies will be posted to the district’s website within 30 days of ratification.


Should any article, section, or clause of these policies be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted only to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect.

Dated this 12th day of April, 2021.

Huron Education Association Huron School District #2-2

By _____
Jennifer Fuchs
President/HEA

By _____
Rodney Freeman
School District Attorney

	Huron School District #2-2	Code:
	Policies and Regulations	GCBC-1(N) Professional Staff Fringe Benefits

Professional Staff Fringe Benefits
2021-2022 Insurance

Health Insurance

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

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

Dental Insurance

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

Term Life Insurance

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

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

There shall be an Employee Insurance Group Committee composed of five (5) teachers, one board member, one administrator, one secretary, and one custodian, which shall make recommendations to the board of education relative to the group insurance carrier and coverage. Under no circumstances shall recommendations be made to the board of education to change group insurance carriers without competitive quotes having been made utilizing the school business manager's normal advertising procedure.

Activity Passes

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



Huron School District #2-2

Policies and Regulations

Code:
GCBA-1(N) Professional Staff
Hiring Schedule

Professional Staff Hiring Schedule 2021-2022

YEAR EXP	20-21	21-22	BA+15 (MA) \$1,500	MA \$3,000	ED.S \$6,000	ED.D/PH.D \$9,000
0	\$45,886	\$47,332	\$48,832	\$50,332	\$53,332	\$56,332
1	\$46,055	\$47,492	\$48,992	\$50,492	\$53,492	\$56,492
2	\$46,172	\$47,667	\$49,167	\$50,667	\$53,667	\$56,667
3	\$46,289	\$47,788	\$49,288	\$50,788	\$53,788	\$56,788
4	\$46,337	\$47,909	\$49,409	\$50,909	\$53,909	\$56,909
5	\$46,470	\$47,959	\$49,459	\$50,959	\$53,959	\$56,959
6	\$46,661	\$48,096	\$49,596	\$51,096	\$54,096	\$57,096
7	\$46,798	\$48,294	\$49,794	\$51,294	\$54,294	\$57,294
8	\$46,936	\$48,436	\$49,936	\$51,436	\$54,436	\$57,436
9	\$47,098	\$48,579	\$50,079	\$51,579	\$54,579	\$57,579
10	\$47,158	\$48,747	\$50,247	\$51,747	\$54,747	\$57,747
11	\$47,158	\$48,809	\$50,309	\$51,809	\$54,809	\$57,809
12	\$47,218	\$48,809	\$50,309	\$51,809	\$54,809	\$57,809
13	\$47,452	\$48,871	\$50,371	\$51,871	\$54,871	\$57,871
14	\$47,590	\$49,113	\$50,613	\$52,113	\$55,113	\$58,113
15	\$47,752	\$49,256	\$50,756	\$52,256	\$55,256	\$58,256
16	\$47,896	\$49,424	\$50,924	\$52,424	\$55,424	\$58,424
17	\$48,409	\$49,573	\$51,073	\$52,573	\$55,573	\$58,573
18	\$48,921	\$50,103	\$51,603	\$53,103	\$56,103	\$59,103
19	\$49,434	\$50,633	\$52,133	\$53,633	\$56,633	\$59,633
20	\$49,946	\$51,164	\$52,664	\$54,164	\$57,164	\$60,164

Note: Formula(s) for advancing hiring schedule each year:

Formula A - When raises are % of teachers pay:

Step 0 of new schedule = (% raise x .90) * Step 0 + Step 0

Step 1 of new schedule = % raise x Step 0 + Step 0

Step 2 of new schedule = % raise x Step 1 + Step 1

Step 3 of new schedule = % raise x Step 2 + Step 2

Step 4 of new schedule = % raise x Step 3 + Step 3

Formula B - When raises are flat dollar amount for each teacher:

Raise = Total \$ available for raise divide by # FTE = Flat \$ Amount per Full time Teacher

Step 0 of new schedule = (\$ raise x .90) + Step 0

Step 1 of new schedule = \$ raise + Step 0

Step 2 of new schedule = \$ raise + Step 1

Step 3 of new schedule = \$ raise + Step 2

Step 4 of new schedule = \$ raise + Step 3

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

EXTRA DUTY SCHEDULE

GCBA-2 (N)

2021-2022

The base salary for calculation of extra duty salary includes both the salary increase and the wellness incentive. To determine the point value for extra duty salaries, each point will equal 1.3 percent of the extra duty base salary. The extra duty base salary represents the previous year's extra duty base salary plus the full % raise teachers received. 2021-22= \$43,464 (20-21 extra duty base) x 1.035 (3.5% raise) = \$44,985 * 1.3 % = \$ 585 per unit. The extra duty base salary will increase at a rate equal to the average teacher salary increase. *The extra duty base salary is not the base salary on the teacher hiring schedule.*

POSITION	POINTS	SALARY 2021-22
FOOTBALL		
Varsity – Head	13	\$7,605
Varsity – Assistant	8	\$4,680
Sophomore	8	\$4,680
9 th Grade	8	\$4,680
8 th Grade	5.5	\$3,218
7 th Grade	5.5	\$3,218
BASKETBALL		
Varsity – Head	14	\$8,190
Varsity – Assistant	8	\$4,680
Sophomore	8	\$4,680
9 th Grade	8	\$4,680
7-8 th Extramural	6	\$3,510
WRESTLING		
Varsity – Head	13	\$7,605
Varsity – Assistant	8	\$4,680
Middle School – Head	6	\$3,510
Middle School – Assistant	5	\$2,925
Combination MS/HS Assistant	4	\$2,340
TRACK		
Varsity – Head (boys & girls)	13	\$7,605
Varsity – Assistant	8	\$4,680
7-8 th Grade	4.5	\$2,633
CROSS COUNTRY		
Varsity – Head (boys & girls)	9	\$5,265
Varsity – Assistant	6	\$3,510
SOCCER		
Varsity – Head (boys & girls)	9	\$5,265
Varsity – Assistant	6	\$3,510
TENNIS		
Varsity	8	\$4,680
Assistant Varsity	5	\$2,925
6-8 th Grade	4	\$2,340
GOLF		
Varsity	8	\$4,680
Assistant Varsity	5	\$2,925

POSITION	POINTS	SALARY 2021-22
GYMNASTICS		
Varsity – Head	13	\$7,605
Varsity – Assistant	8	\$4,680
VOLLEYBALL		
Varsity – Head	13	\$7,605
Varsity – Assistant	8	\$4,680
9 th Grade	8	\$4,680
7-8 th Grade	6	\$3,510
CHEER/DANCE		
Head Competitive Cheer	9.5	\$5,558
Fall Sideline Advisor	2	\$1,170
Winter Sideline Advisor w/o Wrest	4.25	\$2,486
Assistant Competitive Cheer	6.5	\$3,803
Head Competitive Dance	9.5	\$5,558
Assistant Competitive Dance	6.5	\$3,803
ATHLETIC TRAINER		
Head/3 Seasons (Points per season)	8	\$4,680
Asst/3 Seasons (Points per season)	6	\$3,510
HS STUDENT SENATE		
	4	\$2,340
MS STUDENT SENATE		
	3	\$1,755
SPECIAL OLYMPICS COACH		
Special Olympics Assistant Coach	4	\$2,340
COLONY TEACHERS		
	2.5	\$1,463
OUR HOME TEACHERS		
	1	\$585
STRENGTH & CONDITIONING		
Each Season	3	\$1,755
HIGH SCHOOL		
Vocal Music Director	8.5	\$4,973
Band Director	11	\$6,435
Summer Band	3	\$1,755
Marching Band Assistants	8	\$4,680
Musical Production Advisor (as needed)	4	\$2,340
Musical Orchestra Advisor (as needed)	2	\$1,170
Orchestra Director	7	\$4,095
Debate Director	13	\$7,605
Debate Assistant	8	\$4,680
One-Act Play	4	\$2,340
Assistant Director/1-Act Play	3	\$1,755
Three-Act Play	4	\$2,340
Assistant Director/3-Act Play	3	\$1,755
Oral Interp/Per Division	1.75	\$1,024
Yearbook Advisor	7	\$4,095
Newspaper Advisor	7	\$4,095
FFA Advisor	3	\$1,755

POSITION	POINTS	SALARY 2021-22
FBLA Advisor	3	\$1,755
Video Productions	3	\$1,755
Quiz Bowl Advisor	3	\$1,755
Key Club Sponsor	3	\$1,755
(½ to be paid by the district ½ to be paid by Kiwanis Club)		
National Honor Society	3	\$1,755
International Club	3	\$1,755
Pep Club	3	\$1,755
Social Media Coordinator	3	\$1,755
Prom Advisor	3	\$1,755
MIDDLE SCHOOL		
Band Director	6.5	\$3,803
Vocal Music Director	4.5	\$2,633
Orchestra Director	4	\$2,340
MS Play	3	\$1,755
Tiger Cub Follies	1.5	\$878
Oral Interp	3	\$1,755
Newspaper Advisor	2.5	\$1,463
Memory Book	2.5	\$1,463
Destination Imagination	3	\$1,755

WORK ASSIGNMENTS FOR ATHLETIC EVENTS:

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

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

WORK ASSIGNMENTS FOR BENCH HELP:

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

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

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

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

DRIVER EDUCATION SALARY:

Salary for driver education is \$ 31.31 per hour. The driver education instructor's base pay will increase at a rate equal to the average teacher salary increase each year.

LONGEVITY SCHEDULE

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

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

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

Experience will apply only in the specific activity.



Huron School District #2-2

Policies and Regulations

Code:
GA-2(N)
Preamble to Negotiations
Agreements

Preamble to Negotiations Agreements

Revised
April 12, 2021
July 13, 2020
April 23, 2019
April 23, 2018
May 8, 2017
May 9, 2016
April 27, 2015
April 28, 2014
May 13, 2013
May 14, 2012
April 26, 2011
April 26, 2010
April 27, 2009
April 14, 2008
April 23, 2007
May 8, 2006
April 25, 2005
August 9, 2004
April 28, 2003
April 22, 2002
May 14, 2001
April 12, 1999
April 13, 1998
August, 1997
September, 1996
May 22, 1995
May 9, 1994
April 13, 1993
July 27, 1992
April 29, 1991
May 29, 1990
April 24, 1989
April 19, 1988
April 28, 1986
April 30, 1985
March 26, 1984
April 27, 1983
April 26, 1982
April 13, 1981
April 10, 1980
April 26, 1979
April 10, 1978
April 21, 1977



Huron School District #2-2

Policies and Regulations

Code:
GA-2(N)
Preamble to Negotiations
Agreements

April 7, 1976
April 14, 1975
May 28, 1974
July 23, 1973
May 10, 1972
April 26, 1971



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

Date: March 30, 2021

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson *KC*

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

The District's Worker's Compensation insurance renewal for 2021-2022 is \$88,634, about the same as last year. The ASBSD Work Comp fund is doing really well financially and rates were lowered this year. In addition this year we received rate relief of \$44,616 because the work comp fund has plenty of cash on hand.

The District's Property & Liability insurance renewal for 2021-2022 is \$376,601 compared to \$379,555 last year. Cyber coverage is not included in the rates yet, so we expect the cost to go up some more. ASBSD is working at obtaining cyber coverage.

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

I also recommend renewing the Property and Liability insurance coverage.

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, 2021, to 12 midnight CST, June 30, 2022. 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 \$ 376601.

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 _____, 2021, 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 _____, 2021.

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

_____ Date

School Superintendent

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.

_____ Date

Business Manager

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

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

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2021, to 12 midnight CST, June 30, 2022. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$88634.

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 _____, 2021, 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 _____, 2021.

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



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

Date: March 30, 2021

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson 

RE: Health Insurance

The District's Health Insurance Committee received the renewal information on March 24, 2021 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2021-2022. The District also currently purchases property, liability, and worker's compensation insurance from the ASBSD Protective Trust.

The committee's recommendation is to accept the renewal offer from the ASBSD Protective Trust. The renewal is a 0% increase on our current rates. There is one change to the coverage. Beginning July 1, 2021, the current Out of Pocket Maximums for Health (single \$2750 and family \$5500) and Prescriptions (single \$3950 and family \$7900) will be combined into one Out of Pocket Maximum (single \$3000 and family \$6000). This is an improvement to the coverage at no cost to us.

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

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
SOUTH DAKOTA SCHOOL DISTRICT BENEFITS FUND
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. Coverage shall be on a monthly basis. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.
- 1.7. Date of Termination -- A date not less than ninety (90) 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. **Contribution.** Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contribution, which includes the employer and employee portions, shall be paid **monthly** by the EMPLOYER. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, upon approval by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. **The District's contributions are due on the first of each month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

2.2. **Eligibility.** 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. **Notice of Enrollment and Unenrollment.** 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. **Confidentiality.** 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 all applicable state and federal law with respect to confidential medical information.

2.5. **COBRA.** 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. **Providing Plan Information.** The EMPLOYER shall at the time of enrollment and thereafter annually provide a copy of the 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 which 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. **Health and Safety Conditions.** 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 or safety 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. **Coverage.** 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. **Claims Forms.** 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

4.1 **Management and Administration.** 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

4.2 **Authority and Obligations.** Management and administration of the Trust shall include, but not be limited to, the following authority and obligations:

- (1) Evaluation and establishment of reserves for claims.
- (2) Investigation and adjusting of claims.
- (3) Making payment of compensable benefits as required under the Bylaws, this Participation Agreement, and the applicable Summary Plan Description.
- (4) Negotiating settlements of claims or suits against the MEMBER or TRUST as authorized or approved pursuant to policies of the Trust Board and securing appropriate releases upon settlement of claim.
- (5) Selecting and monitoring attorneys employed to defend claims or suits against the MEMBER or the TRUST.
- (6) Monitoring claims for subrogation and undertaking recovery efforts when economically feasible and advisable.
- (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.
- (8) Providing such reports and documentation as required by any applicable Summary Plan Description.
- (9) Preparing and filing reports required by the state or federal government or agencies thereof.
- (10) Providing or contracting for loss control and developing and disseminating loss control programs to reduce losses to the MEMBERS.
- (11) Monitoring frequency and severity of claims' performance of MEMBERS.
- (12) Establishing rating structures to determine MEMBER contributions, providing billing to MEMBERS for contributions and providing notices to MEMBERS regarding contribution changes and assessments.

(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.

(14) Developing programs for TRUST expansion.

(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.

(16) Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.

(17) Retaining and authorizing outside legal and financial assistance.

(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

(19) Performing an annual audit in accordance to the ASB Protective Trust By-Laws.

SECTION V TERM OF AGREEMENT

5.1. **Termination.** 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. **Coverage Commencement.** 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.

5.3 **Renewal and Notice of Termination.** Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides board approved 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.

5.4 **Non-Timely Notice of Termination.** In the event that the participating MEMBER fails to provide notice in accordance with Section 5.3 herein of its intention not to renew coverage, 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.**

5.5. **Early Termination.** In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a ninety (90) day board approved 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.**

5.6. **Obligations Upon Termination.** 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 percent (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 percent (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, in accordance with the provisions in Sections 5.6.1. and 5.6.2, 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. After sixty (60) days, the finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

5.7. **Contributions After Termination.** Notice of 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 Sections 5.4 & 5.5 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Sections 5.4 & 5.5 example:

Highest one month of premium times three:	\$29,813 x <u>3</u> = \$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 5.6.1(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 5.6.1 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 5.6.2 (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 5.6.2 example:

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

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

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

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

BE IT FURTHER MOVED AND RESOLVED that the Superintendent and Business Manager are hereby authorized to execute, on behalf of the District, the present South Dakota School District Benefits Fund Participation Agreement as it presently exists and may from time to time be amended and approved pursuant to the Bylaws herein adopted. Each succeeding Participation Agreement changing in any manner the benefits, contributions, or obligations arising under the South Dakota School District 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, 2021 to 12 midnight CST, June 30, 2022. 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 _____, 2021, 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 _____, 2021.

Business Manager



South Dakota High School Activities Association
P.O. Box 1217 ❖ Pierre, SD 57501
Phone (605) 224-9261 FAX: (605) 224-9262

SCHOOL BOARD RESOLUTION

Authorizing Membership in the South Dakota High School Activities Association

By resolution, the School Board of:

Huron School District #2-2
(Name of School District or School)

has authorized membership in the South Dakota High School Activities Association for the high school(s) under its jurisdiction as hereinafter listed:

Huron High School

This is to be for the period which begins July 1, 2021 and ends on June, 30, 2022 with the supervision, control, and regulation of any and all high school interscholastic activities being delegated to said Association.

In addition, the above-mentioned School Board has ratified the Constitution, By-Laws, and rules of the South Dakota High School Activities Association as of July 1, 2021 and agrees to conduct its activities programs within the framework of these instruments.

April 12, 2021
Date of Resolution

President of Board
Tim Van Berkum

Superintendent of Schools
Terry Nebelsick

Due By:
July 15, 2021

Subject:

Re: Homeless Sleep Out

Hello~

Due to the school district still being in "yellow", the HHS Key Club is requesting permission to hold our Homeless Sleep Out. The event would be held on Friday, May 7 at approximately 7:00 pm through Saturday, May 8 at 6:00 am in the courtyard at Huron High School. This is an event to promote awareness of homelessness. HHS students sign up to take part. They gather and bring cardboard boxes to make "houses" to sleep in for the night. Key Club officers organize the event and plan activities throughout the night. Supervision will be provided by HHS Key Club advisor Kelly Hennrich and other parent volunteers.

Thanks for considering,

Kelly Hennrich
HHS Key Club Advisor