

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 – SPECIAL MEETING
Instructional Planning Center/Huron Arena
Monday, March 28, 2022
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 6	Early Release
April 11	Board of Education Meeting – 5:30 p.m. ~ IPC
April 12	School Board Election
April 15	Holiday Break – No School
April 18	Vacation Day – No School
April 25	Board of Education Meeting – 5:30 p.m. ~ IPC
May 4	Early Release
May 9	Board of Education Meeting – 5:30 p.m. ~ IPC
May 18	Baccalaureate – 8:00 p.m. ~ Huron Arena
May 19	Last Day of Classes / Early Release
May 20	Teacher Checkout
May 22	Graduation – 2:00 p.m. ~ Huron Arena
May 23	Board of Education Meeting – 5:30 p.m. ~ IPC
May 30	Memorial Day Holiday / No School
June 6 – 24	ESL Summer School for Grades K-7 ~ 7:45 a.m. – 1:00 p.m. Monday – Thursday
6. **Community Input on Items Not on the Agenda**
 - Policy BFB – Public Participation at Board Meetings
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The Superintendent of Schools recommends approval of the following:

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

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

 - 1) Linda Eck/Dental Bus
 - 2) Tiffany Nelson/Administrative Assistant~Business Office/\$41,981 per year

- 3) Margaret Forshee /Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour

b) Contracts for Board Approval

- 1) Abbie Moring/Special Education Teacher/\$47,909 per year

c) Resignations for Board Approval

- 1) Mona Kotas/Transportation Department ~ Bus Driver/20 years
- 2) Neil Kotas/Transportation Department ~ Bus Driver/25 years
- 3) Kira Carabantes/MS Oral Interpretation Coach/6 years
- 4) Ally Kacmarynski/4th Grade Teacher~Washington/1 year

d) Classified Request to be Recognized for Negotiation Purposes

- Maintenance, Grounds, & Custodial Personnel – Dean Hirschhorn & Chad Beck
- Food Service Personnel – Vicky Davis & Janet Johnsen
- Full-Time Personnel – Ashley Neuharth & Brenda Snyder
- Para-Educators
 - Building Secretaries-Angie Boetel, Cindi Williams, & Patricia Wehrmann
 - Instructional Aides-Pat Van Vleet, Robert Brooks, Peggy Harkness, Dayna Winter, & Joyce Maras

e) Request for Approval of Open Enrollment Request (2022-23 SY)

The administration has received open enrollment request #OE-2022-02, #OE-2022-03, and #OE-2022-04 for Board approval.

f) Request for Approval of Open Enrollment Request (2021-2022 SY)

The administration has received open enrollment request #OE-2021-28 for Board approval.

(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:

- **Bella Shreeve (12) GBB All ESD First Team**
- **Hamryn Heinz (10) GBB All ESD Honorable Mention**

THANK YOU TO:

-

10. REPORTS TO THE BOARD

- a) **Classified Employee of the Month ~ Presented by Laura Willemsen**
Dean Hirschhorn, Custodian, Huron Middle School, has been selected as Classified Employee of the Month for May 2022. Nomination comments are included in this packet. Congratulations Dean!
- b) **Good News Report ~ Emily Salinas ~ Music Teacher Madison 2/3 Center**
- c) **Superintendent's Report**

11. OLD BUSINESS

- a) **Section A: Foundations & Basic Commitments – Current & Proposed Policies / Anticipated Timeline / Change Log**
2nd Reading:
Policy A1 - Mission and Vision Statements
Policy A2 - School District Philosophy/Belief Statements
Policy A3 - School District Goals and Objectives/Student Exit Outcomes
Policy AA - School District Legal Status
Policy ABA - Community and Parent Involvement in Decision Making

- Policy ABAA - District Wide Title I Parental Involvement Policy
- Policy ABAB - Parent Involvement
- Policy ABAC - Relations with Parents
- Policy ABB - Bullying/Harassment
- Policy ABB-F - Bullying/Harassment Formal Complaint Form
- Policy AC - Nondiscrimination in Federal Programs
- Policy AC-E(1) - Nondiscrimination in Federal Programs Complaint Report Form
- Policy AC-E(2) - Nondiscrimination in Federal Programs Appeal to Superintendent
- Policy AC-E(3) - Nondiscrimination in Federal Programs Appeal to the School Board
- Policy ACAA - Sexual Harassment
- Policy ACAA-E(1) - Sexual Harassment Complaint Report Form
- Policy ACAA-E(2) - Sexual Harassment Complaint Appeal to the Superintendent
- Policy ACAA-E(3) - Sexual Harassment Complaint Appeal to the School Board
- Policy ACAB - Prohibition Against Aiding or Abetting Sexual Abuse
- Policy ACB - Nondiscrimination on the Basis of Handicap/Disability
- Policy AD - Educational Philosophy
- Policy AE - Huron School District Wellness Policy
- Policy AGA - Contested Hearings
- Policy AH - Conflict of Interest Disclosure and Authorization
- Policy AH-E(1) - Conflict of Interest Disclosure
- Policy AH-E(2) - School Board Action on Conflict of Interest Disclosure of a Direct Benefit
- b) CTE Advisory Board Guide - 2nd Reading
- c) Policy GCB-1 ~ Professional Staff Contracts & Compensation Plans/Administration - 1st Reading

12. NEW BUSINESS

- a) ASBSD Official Election Ballot ~ Northeast Region
 - 1) **Board of Directors**
 - a) Carie Knutson, Deubrook Area School District
 - b) Ryan Nelson, Faulkton Area School District
 - c) Shane Roth, DeSmet School District
 - d) Arend Schuurman, Elkton School District
 - e) Robert Steffen, Clark School District

The Huron School District Chairman of the Board of Education is supported by the Superintendent of Schools and recommends that we vote for Shane Roth.

- b) Request Approval to use Huron School District's Name & Branding Logo for a High School Trap Shooting Team
- c) Resolution Approving Amendment to ASB Protective Trust Joint Powers Agreement and Bylaws

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

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

Abbie Moring

March 7, 2022

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **Teacher** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 47909 for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning 8/8/2022 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BS
Hired 2022-2023 W/BS and 4 years of teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 8. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

*****CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY MARCH 15, 2022*****

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

ATTEST:

.....
Business Manager of the School District

By.....
Chairman of School District Board

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

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this .. 12 .. day of .. March .. 2022

Witness: .. Linda K. Jensen ..

Print Name: .. Abigail Moring ..

Sign here: Abigail Moring
Teacher

March 15, 2022

Kathie Bostrom
Transportation Supervisor
Huron School District 2-2
700 Lincoln Ave. NW
Huron, SD 57350

To Kathie Bostrom and the Huron School District,

Please accept this as the formal notice of my resignation from the position of Route 20 Bus Driver. My effective date will be Thursday, May 19 2022.

I would like to take this opportunity to say that I have truly enjoyed being a School Bus Driver, it has been a most rewarding experience ! I will miss my co-workers and the faculty I have had the privilege of working with. Who will I miss the most, "my kids", students that rode with me every day, as well as the students I drove to events and activities. I will miss the teachers, directors and coaches who lead by example on each and every one of those trips. They care about "their kids" as much as I do !

I'm excited about beginning my new adventure at retired life. We will now be able to continue our vacations and travels well into the fall. Thank you for all the wonderful experiences I have had while working for the Huron School District.

Sincerely,



Mona Kotas

Being A School Bus Driver,
Is NOT a job.
It's an ADVENTURE !!!

March 15, 2022

Kathie Bostrom
Transportation Supervisor
Huron School Dist. 2-2
700 Lincoln Ave. NW
Huron, SD 57350

Dear Kathie,

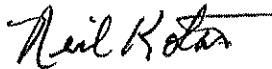
This letter is my official notification to you and to Huron School Dist. 2-2 that my last day of work will be May 19, 2022. On that day, I plan to retire.

My 25 year employment as a bus driver for Huron School Dist. has been very rewarding. My initial contact with HSD with regard to bus driving, was with former Transportation Supervisor Vern Kahre. He was qualified to license school bus drivers. I was hired by South Dakota Farmers Union Travel to drive coach bus for them, but I needed to have a CDL with air brakes and passenger endorsement. At that time Cliff Parkhurst was the local CDL tester, however he was not trained to give the passenger endorsement, which I needed for the Farmers Union job. Vern Kahre was trained for that and when I asked him to do that for me, he said, under one condition. You get the school bus endorsement on top of the passenger endorsement and become a sub driver for Huron School. I have never regretted that "one condition." I drove charters for SDFU, did sub driving for the school, and kept our farm going with the exception of our livestock operation, which we gave up at that time. It was an all around good choice. That has since translated into many happy years driving for the school as a regular route driver and activity driver.

Making this decision has not been easy, but one issue has helped. Starting school before Labor Day in September has been a hardship on my family as we are not done with summer vacation activities, which includes traveling.

Thank you for all of the wonderful experiences I have had while transporting the students of Huron School Dist.

Sincerely,



Neil Kotas

Kira Carabantes
HS Spanish Teacher
Huron High School
625 14th St SW
Huron, SD 57350

3-22-22
JC

March 17, 2022

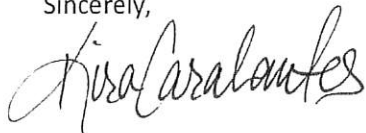
Terry Rotert
Activities Director
Huron High School
150 5th St SW
Huron, SD 57350

Dear Mr. Rotert:

Please accept this letter as my formal resignation from my position as a middle school oral interpretation coach. I enjoyed coaching over the last six years, but the changing circumstances in my family and my involvement in the community have created conflicts with the coaching schedule and responsibilities.

Thank you for the opportunity to have worked with so many wonderful, young drama students.

Sincerely,



Kira Carabantes
HS Spanish Teacher

3/24/2022

Ally Kacmarynski - 4th Grade Teacher

39472 SD HWY 28

Hitchcock, SD 57348

Kari Hinker

Washington 4-5 Center

Huron School District

1451 McClellan Dr, Huron, SD 57350

Kari,

This is my formal notice that I will be resigning from the Huron School District as a 4th grade teacher after this contract year.

Thank you for the opportunity to start my career off at an amazing school district. I have learned so much in my first year as a teacher here. I would not be the teacher I am today without the guidance and insight of so many wonderful educators and staff support. It will be difficult for me to leave the district, but an opportunity came up that I could not ignore. I hope our paths cross again in the future!

Please let me know if there is anything I can do to help ease this transition.

Thank you again for all the support and opportunities you have given me this year.

Sincerely,

Ally Kacmarynski

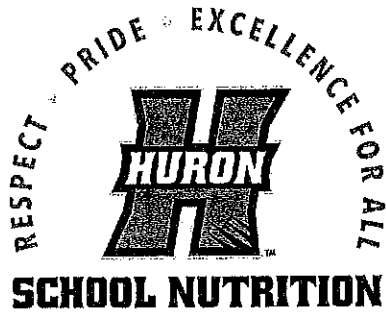
Venables, Dolly

From: Hirsch Korn, Dean
Sent: Monday, March 14, 2022 9:09 AM
To: Venables, Dolly
Subject: Re: Negotiations
Attachments: Negotiations.docx

Chad and myself will be representing the maintenance, grounds and custodial staff. Thanks for all your help. Dolly I will miss you next year.

Dean Hirsch Korn
Huron Middle School
Custodian

Note: This e-mail and any attachments may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of this e-mail and any attachments is strictly prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and deleting it from your computer system. Thank you for your cooperation.



School Nutrition Office
1045 18th St. SW
Huron, SD 57350
Phone: (605) 353-6909

March 9, 2022

Board of Education
Dr. Kraig Steinhoff

Dear Dr. Steinhoff,

The school nutrition department of the Huron Public Schools requests recognition as a bargaining unit for the 2022-23 school year.

Thank you,

Vicky Davis, Janet Johnsen
School Nutrition Office, Cashier/Administrative Assistants



Ashley Neuharth

Payroll

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

ashley.neuharth@k12.sd.us

March 21, 2022

Board of Education Members
Dr. Kraig Steinhoff
Huron School District
Huron, SD 57350

Dear Board Members and Dr. Steinhoff:

The full time classified, Class I employees of the Huron School District request recognition as a bargaining unit for the 2022-2023 school year.

Thank you.

Sincerely,

Brenda Snyder and Ashley Neuharth

Administrative Assistants



March 14, 2022

To Whom It May Concern:

On behalf of the Class II Office Secretaries for the elementary schools/middle school, we are requesting to be recognized by the school board for the 2022-23 school year negotiations.

Sincerely,

Angie Boetel
Madison 2-3 Center

Cindi Williams
Buchanan K-1 Center

Patricia Wehrmann
Buchanan K-1 Center

March 14, 2022

Dear Huron District 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 the 2022-2023 school year.

Sincerely,

Pat Van Vleet (outgoing team leader-retiring end of 2021-2022 school year)

Robert Brooks (incoming team leader)

Peggy Harkness

Dayna Winter

Joyce Maras

Classified Employee of the Month

Name	<u>Dean Hirschorn</u>
Position	<u>Huron Middle School Custodian</u>
Date	<u>March 28, 2022</u>

Dean Hirschorn, Custodian at the Huron Middle School, has been selected as the Classified Employee of the Month for May 2022.

The following statements came from the 7th grade team who nominated Mr. Hirschorn for this recognition.

Dean is an awesome employee.

Dean always has a positive attitude.

Dean is willing to help students and staff in need.

When a request is asked of Dean, he is quick to respond.

Dean is a hard worker and an asset to the Huron Middle School in many ways.

Congratulations Dean ~ we are proud to name you as our Classified Employee of the Month for May.

CTE Advisory Board



CTE

Guide

Updated February 2022

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INTRODUCTION

Vision

Respect - Pride - Excellence For All

Mission

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

Advise

The advisory board assesses specific areas of the CTE programs and makes suggestions and recommendations for improvement, such as curriculum modifications, updates to facilities/budget/student competencies, purchase of new materials and equipment, or adoption of a new safety policy.

Assist

The advisory board helps the instructor(s) and/or administrator carry out specific activities. These activities could include judging competitive skill events, setting up a scholarship program or working to identify and arrange meaningful work-based learning experiences for students in the program.

Advocate

The advisory board promotes the CTE program throughout the community and strives to improve the relationships between CTE educators, business/industry partners, and/or the community. Promotion or marketing could include talking to legislators, speaking for career and technical education at board meetings, writing articles for local newspapers or obtaining media coverage for special events.

A Letter from the Superintendent



Kraig Steinhoff Ed.D

Superintendent

150 5th St. SW

Huron, SD 57350

P: (605) 353-6990

C: (701) 210-2325

kraig.steinhoff@k12.sd.us

Dear CTE Advisory Board Members,

Thank you so much for being committed to Career and Technical Education (CTE). Your visualization of continuous improvement for our CTE programs creates a roadmap for the future of our programs while balancing the workforce needs and aspirations of our students. Your efforts to advise, assist and advocate enhance our programming and help to maintain strong community partnership and support for CTE.

Together, we strengthen and support District #2-2's Vision of Respect, Pride, and Excellence for All. The goal of the South Dakota Department of Education is for all students to graduate college, career, and life ready. Please don't underestimate your potential to make a difference in the future of our kids. We need your passion, ideas, and collaboration to provide students with the academic and technical skills, training, and knowledge to succeed in future careers and to become lifelong learners.

I am passionate about CTE and am proud of my roots as a CTE teacher, administrator, and advocate. Don't hesitate to contact me with concepts, questions, or needs to support Huron's Career and Technical Education programs.

Sincerely,

A handwritten signature in black ink that reads 'Kraig Steinhoff'. The signature is written in a cursive, flowing style.

Kraig Steinhoff
Superintendent of Schools

Legal Citation

As a school district that operates a CTE program approved through the Division of Career and Technical Education within the SD Department of Education, we are required by federal Perkins legislation to establish and implement a CTE Program Advisory Board. The Advisory Board is required to meet a minimum of two times per school year.

DRAFT

COURSES

Middle School

Family and Consumer Science
Project Lead the Way – Design & Modeling
Project Lead the Way – Flight and Space
Project Lead the Way – Medical Detectives

High School

Introduction to Building Trades
Residential Construction
Project Lead the Way – Principles of Biomedical Science
Project Lead the Way – Human Body Systems
Foundations of Technology
Accounting I
Accounting II
Intro to A/V Technology
Intro to Business
Intro to Networking
Animal Science
Horticulture
Companion Animal
Welding I, II, III, IV
Auto I – Introduction
Auto II – Electronics
Auto III – Brakes
Auto IV – Engines
Fundamental Food Concepts
Culinary Arts I & II
Human Development: Prenatal – Toddler
Human Development: Preschool – School Age
Fashion Design
Interior Design

RESPONSIBILITIES OF AN ADVISORY BOARD MEMBER

Purpose / Function

Huron School District's CTE Advisory Board members are integral partners in the success of our CTE program. The Advisory Board, comprised of individuals whose experience and abilities represent a cross section of occupational areas, is vital in assisting educators in establishing, operating, and evaluating the CTE program, discussing employment trends and issues, and looking at future needs.

Membership Structure

Advisory board members may include:

- Business/industry/labor member with expertise in the CTE program or program of study
 - CTE Teacher of the CTE program or program of study
 - School Counselor
 - School Administrators
 - Postsecondary Institution Representative
 - District Representative for Special Populations
 - Parent
 - Student

Terms of Service

Appointment of members will be for a one, two, or three-year term.

Orientation of Members

Orientation, provided by the department head or other faculty member, should include but is not limited to:

- Review of the Advisory Board Guide
 - Tour of facilities
 - Program overview
- Introduction to other instructors, possibly current students

Specific Member Activities

Product:

- Identify & verify job tasks
- Provide tours – field trips to industry
- Provide training opportunities for students
 - Job shadowing and/or intern opportunities
- Mentoring experience for students

Recruitment & Retention:

- Identify community resources
- Assist in recruiting potential instructors
- Provide training opportunities for instructors
- Mentoring experience for instructors

Providing Classrooms & Labs Conducive to Learning:

- Guidance on equipment purchases
- Provide tours – field trips to industry
- Donation of instructional equipment
- Donation of educational supplies
- Communication with legislators regarding Career and Technical Education needs
- Participate in and promote school events

Benefits

Serving as a CTE Advisory Board Member has many benefits. These include:

- Directly impact skills of future employees
- Networking opportunities
- Input in program curriculum
- Assure that CTE programs are up-to-date and technologically current
- Recommend and/or provide classroom speakers from business and industry
- Provide tours and field trip experiences
- Assist in developing competitive skills events
- Sponsor and recognize student organization activities and leadership events

RESPONSIBILITIES OF THE DEPARTMENT HEAD – SUMMARY

Before Meetings

Expect continued communication with the department head throughout your tenure as a board member. You should know six to eight weeks prior when the advisory board meeting is scheduled. Two weeks prior to the meetings, all materials should be sent to all board members and applicable persons attending the meeting.

The following is a list of suggested topics for each of the two required advisory meetings. This is by no means exhaustive and represents topics pertinent to the timing of the academic year.

Fall Meeting (Late September/October)

Advisory Board “Check-In”
CTE updates
What’s happening this school year
Updated Program Data
Work Force Development Opportunities
Curriculum review (if applicable)

Spring Meeting (March/April)

Advisory Board “Check-In”
CTE updates
Updated Program Data
Marketing
Job Fairs/openings

After Meetings

The CTE Advisory Board Chairperson and the department head should communicate within one week after the meeting to review the events of the meeting, review a draft of the minutes, and address the recommendations of the advisory board.

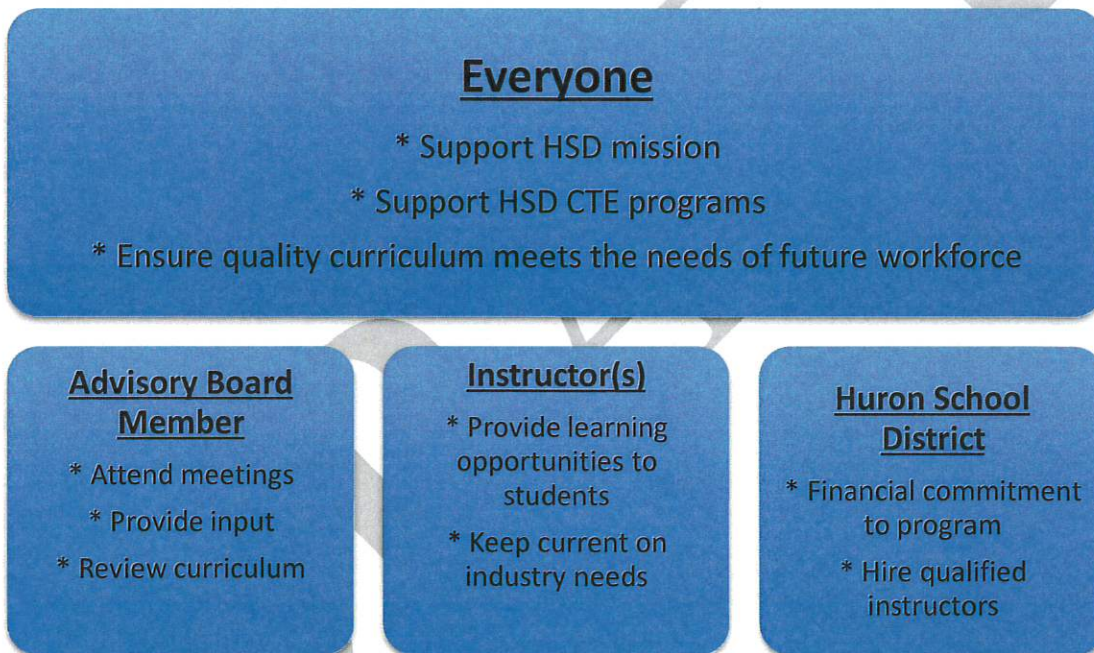
Within two weeks of the meeting, minutes of the advisory board should be typed and emailed to all committee members, including those unable to attend.

RESPONSIBILITIES OF THE HURON SCHOOL DISTRICT

The Huron School District CTE program shall utilize program advisory committees. The purpose of these committees is to invite input from business and industry in order to improve career and technical education offered by the district. While Huron School District welcomes input from the advisory board, Huron School District is final governing authority. Huron School District is responsible for:

- Financial commitment to the program
- Hiring qualified faculty and staff
- Administration of school policies
- Overall program support

SHARED RESPONSIBILITY



CONFIDENTIALITY / PROFESSIONALISM

Each member of the Advisory Board is expected to act in a professional manner, as well as with honesty, integrity, accountability, and a commitment of excellence. Everyone is expected to conduct Huron School District business activities in accordance with the Huron School District vision and mission, exercising sound judgment to support and serve the best interests of Huron School District and the public.

Information and discussions shared at advisory meetings are considered confidential until board minutes are approved.

APPENDIX

SAMPLE FALL AGENDA



**ADVISORY BOARD FALL MEETING
AGENDA**

Program: _____
Date: _____ **Time:** _____ **Location:** _____

	Name	Professional Title	Affiliation/Agency
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Agenda Items	Presenter
1 Introductions & Welcome	
2 Advisory Board "Check-In"	
3 HSD CTE Updates / Happenings	
4 Program Data: Enrollment, Equipment, Supplies	
5 Work Force Development Opportunities	

Next Meeting Date: _____

SAMPLE SPRING AGENDA



**ADVISORY BOARD SPRING MEETING
AGENDA**

Program: _____

Date: _____

Time: _____

Location: _____

	Name	Professional Title	Affiliation/Agency
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Agenda Items	Presenter
1 Introductions & Welcome	
2 Advisory Board “Check-In”	
3 HSD CTE Updates / Happenings	
4 Program Data: Enrollment, Equipment, Supplies	
5 Work Force Development Opportunities	

Next Meeting Date: _____



Huron School District #2-2

Policies and Regulations

Code: GCB -1
Professional Staff Contracts and
Compensation Plans/
Administration

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS/ADMINISTRATION

A. Contract Period and Vacation Time:

All administrative contracts will be from July 1 to June 30 of the following year.

B. The following administrators will serve on a 260-day contract:

1. Superintendent
2. Business Manager
3. All Principals and Assistant Principals hired after July 1, 2018
3. High School Principal
4. High School Assistant Principal
5. Middle School Principal

6. Directors including, but not limited to the following responsibilities:

- a. Accreditation
- b. Activities Director
- c. Alternative Education
- d. Arena Manager
- e. Assessment
- f. Buildings and Grounds
- g. Career and Technical Education
- h. Curriculum and Instruction
- i. English Second Language Programs
- j. Federal Programs
- k. Food and Nutrition
- l. Juvenile Detention Center Education
- m. Our Home Educational Programs
- n. Special Education Services
- o. Technology
- p. Transportation

2. Administrators will participate in the activity supervision schedule and will earn the same short-term leave provisions as the teachers.

3. Vacation period for those administrators hired on a 260-day contract before July 1, 2008 is as follows:

1. 1 through 17 years ... 20 days of vacation
2. 18 through 25 years ... 22 days of vacation
3. Over 25 years ... 25 days of vacation

NOTE

The vacation periods for those administrators hired on a 260-day contract before July 1, 2008 were as follows:

1. 1 through 5 years ...15 days of vacation
2. 6 through 10 years ...18 days of vacation
3. 11 through 17 years ...20 days of vacation
4. 18 through 25 years ...22 days of vacation
5. Over 25 years ...25 days of vacation



Huron School District #2-2

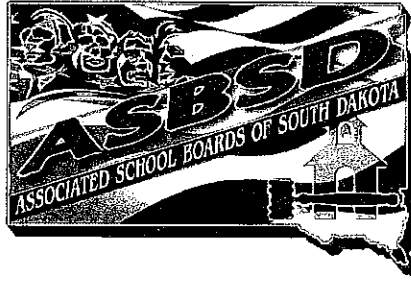
Policies and Regulations

Code: GCB -1
Professional Staff Contracts and
Compensation Plans/
Administration

Vacation period for those administrators hired on a 260-day contract after July 1, 2008 is 20 days.

4. The following provisions will govern contract period and vacation time for those persons employed on a 260-Day contract:
 - a. The effective date for the positions listed above will be July 1 of any given year.
 - b. All vacation dates will be determined after consultation with the superintendent. The time of the year the vacation will be taken will depend upon the best interests of the school and the person involved. Vacation must be taken prior to July 1 of the following year. Provisions will be made to keep a written record of vacation time.
 - c. Vacation days for administrators hired after July 1 will be pro-rated as per Section B.
 - d. In the event that employment is terminated at the time called for on the contract, the employee will remain on the job until July 1 and all accrued vacation will be granted after July 1 and paid for at the existing rate of pay.

5. Elementary Principals and the Middle School Assistant Principal hired before July 1, 2018 may serve on a 210-work day contract:
 - a. 181 days will directly match the teacher contract days.
 - b. The remaining 29 days will be assigned/approved by the superintendent.
 - c. The principals are “under contract” from July 1 to June 30 of the following year.
 - d. Elementary Principals will participate in the activity supervision schedule and will earn the same short-term leave provisions as the teachers.
 - e. There are neither vacation days nor paid holidays in a 210-work day contract.
 - f. All non-work dates will be determined after consultation with the superintendent. The time of the year the non-working days will be taken will depend upon the best interests of the school and the person involved. Provisions will be made to keep a written record of work days each year.
 - g. The elementary offices will be open three weeks prior to the opening of school and one week after the closing of school.



Ballot Board of Directors

NORTHEAST REGION

Please place a mark in the space provided to indicate your board's vote for ASBSD Director in the following size category, each school board in good standing in the region is eligible to cast one vote:

Enrollment 266-999

- _____ Carie Knutson, Deubrook Area School District
- _____ Ryan Nelson, Faulkton Area School District
- _____ Shane Roth, DeSmet School District
- _____ Arend Schuurman, Elkton School District
- _____ Robert Steffen, Clark School District

Board President's Signature: _____ Date: _____

School District Name: Huron School District #2-2

Ballot must be received no later than May 13, 2022 to be included in the election count.
Return ballot in the stamped-addressed envelope provided or mail to:

ASBSD – Ballot
PO BOX 1059
Pierre, SD 57501

Or fax the ballot to 605.773.2501



Candidate Bio

ASBSD Northeast Region

266-999
4 year term

CARIE KNUTSON

Deubrook Area School District

School Board Experience

Has served on the Deubrook Area school board for twenty + (20+) years, during which time she has been Vice Chairman (2+ year), representative for the NESC for ten years and served on the Building Committee and Negotiations Committee

ASBSD Experience

ASBSD ALL Gold status. I am Gavel trained. Delegate for many years.

Civic Experience

President of Medary Conference
President of Leganger Ladie Aid
Board of Education of Leganger Lutheran Church
Volunteer for the Deubrook Booster Club
Thrivent Action Project for Leganger Lutheran Church
Deubrook Elementary Carnival Committee

Occupation

Receptionist at 3M

Educational Background

Graduated from South Dakota State in Restaurant & Hotel Mgmt

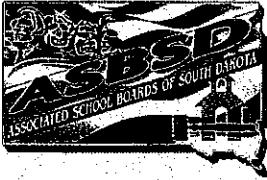
Professional Experience

Registered SD EMR and National EMR (First Responders)
Runs the company store
Former Business Owner

Why Carie is interested:

I believe the ASBSD provides many resources for the school boards. ASBSD helps us become better leaders, keep up to date on policies, and provides training to help us understand what our responsibilities are and the end responsibilities of the superintendent

- ASBSD Convention gives us the opportunity to collaborate with fellow board members
- I would like to be a part of the team to help reach my goal; which is helping kids succeed in life.



Candidate Bio

ASBSD Northeast Region

266-999
4 year term

Why Ryan is interested:

I believe in leadership by participation. My vision for the future includes strategic planning at all levels and meeting the goals that have been set.

- I have a lot to offer the state in all aspects of rural education.
- I'm open-minded, willing to listen to varying viewpoints, compromise, and offer ideas to assist in policy making and the development of goals to strengthen public school education.
- I have a passion to advocate for programs that will continue to advance the quality of education for all students, helping them to achieve success to the best of their ability.

RYAN NELSON

Faulkton Area School District

School Board Experience

Has served on the Faulkton Area school board for five (5) years, during which time he has been Chairman (1 year). Served on the Finance, Building and Negotiations Committees

ASBSD Experience

I have been a LAN member for several years, participated in GAVEL training and convention

Civic Experience

Secretary/Treasurer of Seneca Fire Protection District
Fire Chief for the Seneca Fire Department

Serves on Faulkton Area Economic Development Corp
Serves as a member of the Faulk County Zoning and Planning Board

Occupation

Owner/operator of H-N Farms

Educational Background

Graduate of Faulkton High School

Professional Experience

I am the owner and operator of H-N Farms. I oversee the day-to-day operations of the farm and keep track of the finances. I provide daily care to my herd of cattle and am in charge of their health and safety. I grow and harvest crops on an annual basis.



Candidate Bio

ASBSD Northeast Region

266-999
4 year term

SHANE ROTH

DeSmet School District

School Board Experience

Has served on the DeSmet school board for nine (9) years plus an additional five on another, during which time he has been Chairman (6 year), Vice-chair (3 years).

ASBSD Experience

Currently serving on the ASBSD Board, have been a LAN member for several years, participated in GAVEL training, convention, and ASBSD Delegate

Civic Experience

American Lutheran Church Council, DeSmet

Occupation

Vice-President T & R Electric Supply Inc.

Educational Background

Graduate of Colman High School, South Dakota State University

Professional Experience

Why Shane is interested:

As a parent, being an advocate for public education in South Dakota is one of the most important roles we can take on and it would be my honor to continue my service on behalf of the Northeast region.

- I have eight children, seven boys and one girl (ages 23-8) in South Dakota public schools. Oldest attended SDSU, 21 and 19 are currently at SDSU and all others enrolled in DeSmet School District.



Candidate Bio

ASBSD Northeast Region

266-999
4 year term

AREND SCHUURMAN

Elkton School District

School Board Experience

Has served on the Elkton school board for six (6) years and has served on the negotiations and planning committees

ASBSD Experience

Civic Experience

Secretary of local fire department.

Assistant director for local ambulance service. EMT for 16 years Associate Vice President for South Dakota Academy of Model Aeronautics Works on board of the Elkton Youth Sports Association

NESC Board President

Occupation

Quality Control Tech at 3M

Educational Background

Graduate South Dakota State University in Dairy Manufacturing
State certified firefighter and rescue technician, I'm on the national registry of EMT's

Professional Experience

Long time member of 3M Emergency Squad. Help with in-house CPR certification of Emergency Squad as a certified CPR instructor

Why Arend is interested:

I believe that this is a unique and challenging opportunity to try to make a difference for the students across the state as we invest in our future.

- To gain a better understanding of the challenges and issues facing our public schools.
- I wish to learn more that can be used to better serve not only my local district, the districts of our local cooperative, but also all school districts in our region and across the state.
- Through experience and learning, I desire to be a voice for and a resource for the school boards and board members across the state as they work to serve their district students.
- Each district is unique and while having the same goal of education, may and often will have a different culture than even a neighboring district.



Candidate Bio

ASBSD Northeast Region

266-999
4 year term

ROBERT STEFFEN

Clark School District

School Board Experience

Has served on the Clark school board for twelve (12) years, during which time he has been Chairman (6 year). Served on the sports coop committee, buildings and grounds, technology, and negotiations committees

ASBSD Experience

I have served as a delegate for the last 6 year. Participated in ASBSD training and convention.

Civic Experience

President of the Clark County Propheasants group
Active in local church

Occupation

Farmer

Educational Background

BA in business administration from Mount Marty College
2 yr Associate Degree in Autobody from Southeast VoTech
Graduate from Clark High School

Professional Experience

Why Robert is interested:

I have been active in many of the training sessions and meetings that ASBSD has put on. I feel that I have learned a lot from these meetings and the years that I have been on the school board.

- I believe that continuing to learn is very important.
- I would greatly appreciate the opportunity to serve on this higher board and learn and teach others.

March 21, 2022

On March 18, 2022 your ASBPT Board adopted changes to the organization's bylaws. Since bylaws impact the legal framework of the ASBPT, the changes must be approved and adopted by a majority of members of the ASBPT pools before they go into effect.

Attached you will find copies of documents for your review and board action, including:

1. 2010 Bylaws showing all proposed changes (inserts and strike-outs)
2. 2022 Bylaws proposed
3. A resolution to approve and adopt the changes through official board action.

Pursuant to Article XVI of the current bylaws, the proposed changes are being submitted to your school board for approval. Please present the necessary materials to the board for action at the board's next meeting. **A signed copy of the resolution approving adoption must be returned to ASBPT by April 18, 2022.**

Both the ASBPT and ASBSD organizations remain committed to delivering high quality risk management programs and services that reduce the administrative and regulatory burdens of school boards, superintendents and their school districts. If you have any questions, do not hesitate to contact us.

Sincerely,

Holly Nagel

CFO/Director of Protective Trust Services

Huron School District

RESOLUTION APPROVING AMENDMENT TO ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS

BE IT HEREBY RESOLVED that the Board of Education hereby approves and adopts the proposed amendments to the ASB PROTECTIVE TRUST JOINT POWERS AGREEMENT AND BYLAWS that were adopted by the Trust Board on March 18, 2022, and

BE IT FURTHER RESOLVED that the Board of Education acknowledges receipt of the Bylaws, and the proposed changes pursuant to Sections 16.1 and 16.2 thereof, and

BE IT FURTHER RESOLVED that the Business Manager certify and return a copy of this adopted Resolution to Associated School Boards of South Dakota in accordance with Article XVI of the Bylaws.

Dated:

Board of Education

Chairman

I hereby certify that the above Resolution was adopted by the Board of Education on the _____ day of _____, 2022.

Dated:

Business Manager
Huron School District

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
(An unincorporated assessable association)
JOINT POWERS AGREEMENT AND BYLAWS
Amended as of February 17, 2010

ARTICLE I
NAME AND ADDRESS

Sec. 1.1. The name of this association shall be the Associated School Boards Protective Trust, hereinafter referred to as the "**Trust**."

Sec. 1.2. The principal office of the Trust shall be in the City of Pierre, State of South Dakota, or at such other place as may be designated by the Associated School Boards Protective Trust Board of Trustees (hereinafter "**Trust Board**").

Sec. 1.3. The Trust shall have a perpetual duration and is created as a separate legal entity pursuant to SDCL 13-8-39 under the joint powers as provided for in SDCL 1-24 et seq., SDCL 13-10-3, and 13-10-9, and the general authority of SDCL Title 13.

ARTICLE II
PURPOSE

Sec. 2.1. The purpose of the Trust is to reduce the administrative and regulatory burdens of local governmental entities through the establishment of an administrative framework, including sub-funds, to provide health, property/liability, workers' compensation, and other benefits through risk pooling, self-insurance programs, and joint purchases of insurance, excess insurance, and reinsurance. Such joint purchases may include any public agency within the state of South Dakota or any other state to the extent that the laws of such other state permit such joint exercise or enjoyment, and their employees, who are members in good standing and have signed one or more current Participation Agreements in accordance with the terms of these Bylaws.

ARTICLE III
MEMBERSHIP

Sec. 3.1. The Trust presently oversees three (3) sub-funds known as: The ASB Workers' Compensation Fund; the South Dakota School District Benefit Fund; and the ASB Property and Liability Fund hereinafter collectively referred to as "**the Fund**".

Sec. 3.2. To be eligible for membership, an applicant must be a public agency as defined in SDCL 1-24 et seq. and must:

(a) File with the Trust Administrator the application required and prescribed by the Trust Board or the Trust Administrator;

(b) Receive approval of the application by the Trust Administrator for membership in the Trust, or, for an applicant who is not a public school district, receive approval of the application for membership by an affirmative vote of a majority of the Trust Board;

(c) Adopt these Bylaws by appropriate resolution;

(d) Approve and adopt by appropriate resolution and execute a Participation Agreement for each coverage program in which the member participates indicating prompt compliance with these Bylaws and with the requirements of any reinsurance or stop-loss agreement executed by the Trust Board or Trust Administrator for and on behalf of all of the parties who are now or may hereafter become members of the Trust and participants in one or more of the sub-funds;

(e) Execute any and all documents as may be necessary and required by the Trust Board, the Trust Administrator or reinsurer hereunder;

(f) Submit to financial and physical inspections by the Trust Board or the Trust Administrator, or their duly authorized representatives;

(g) Be members or associate members in good standing of the Associated School Boards of South Dakota, Inc ("ASBSD") and a participant in at least one (1) of the sub-funds identified herein; and

(h) Meet such other qualifications as may be from time to time be set by the Trust Board.

Sec. 3.3. Upon approval of an application for membership in the Trust by the Trust Board or where the member is a public school district by the Trust Board designee, and upon adoption of these Bylaws by appropriate motion of the governing body, and execution of the appropriate Participation Agreement(s), the applicant will be admitted to membership in the Trust and shall continue as a member of the Trust unless and until such membership is terminated as hereinafter provided.

Sec. 3.4. By accepting membership in the Trust, the member agrees that it may be sued by the Trust in any state court of South Dakota for any contributions, assessments, penalties, or other monies that are not paid to the Trust on the due date thereof, including reasonable attorney's fees and other related litigation expenses incurred in collecting the same.

ARTICLE IV TRUST BOARD

Sec. 4.1. The Trust Board shall be responsible for administering the Fund, and may request and receive the advice and recommendations of the Advisory Committees. The total number of Trustees on the Trust Board shall be seven (7), consisting of the Chairperson of the ASBSD Board of Directors and six (6) members elected from the Trust's participating members. All Trustees, except the Chairperson of the ASBSD Board of Directors, must be School Board members of a participating member of one or more of the three sub-funds referenced under Article III, Membership. Each of the three sub-funds should have representation on the Trust Board. Each Trustee on the Trust Board, except the Chairperson of the ASBSD Board of Directors, will serve a three-year term. Trustees may serve consecutive terms. Terms shall be staggered and begin on a fiscal year. A Trustee may be removed for good cause by the Trust Board. In the event a vacancy occurs, such vacancy shall be filled by all remaining Trust Board members until such time as a successor is appointed. The remaining Trustees shall appoint a replacement who shall fulfill the unexpired term of the person who is replaced.

Sec. 4.2. One member of the Trust Board shall be elected by the others to serve as Chair. The Chair of the Trust Board shall preside at all meetings of the Trust Board. In the absence of the Chair, the remaining Trustees present shall appoint a temporary chair.

Sec 4.3. The separate identity and liability of all three sub-funds will be maintained at all times, and under no circumstances is the Trust Board authorized to commingle those separate sub-funds. This section shall not be construed to prohibit the Trust Board from pursuing a joint investment strategy for all reserve funds available to all sub-funds, giving due consideration for the various liquidity needs of each sub-fund. To insure liquidity of each sub-fund, the Board may borrow or loan necessary funds from any source willing to lend, including sub-funds, upon such terms as the Board may determine, as set forth in written notes, and the members hereby authorize the Board Chair and Trust Administrator to execute such notes, including lines of credit, on behalf of the Trust.

Sec. 4.4. It shall be the responsibility and duty of the Trust Board:

- (a) To contract for administrative services including Trust Administrator;
- (b) To ensure each member executes a Participation Agreement for each program in which the member participates;
- (c) To approve placement of excess liability coverage, insurance and reinsurance, specific or aggregate, through risk retention agreements and group purchase plans, in amounts considered adequate to cover the liabilities of the Trust and to enter into group purchase agreements with other non-profit entities;
- (d) To approve membership requests if appropriate and terminate membership as provided in these Bylaws; and
- (e) To establish standards for equity distribution.

Sec.4.5. The Trust Administrator shall collect or cause to be collected contributions from all participating members in amounts established by the Trust Board. In the event the Trust Administrator shall advise the Trust Board that there are inadequate reserves in a particular sub-fund to meet current obligations or that a judgment has been rendered against a sub-fund for which there are inadequate reserves, including reinsurance and other stop-loss agreements, to meet current obligations or satisfy the judgment according to its terms, the Trust Board may assess against all participating members of the sub-fund in which the shortfall exists the amount required to satisfy the shortfall. Such assessment shall be prorated to reflect each member's percentage of contribution to the total contributions to the sub-fund for the year or by another method approved by the Trust Board upon a two-thirds vote.

Sec. 4.6. The Trust Administrator shall provide to each member of the Trust Board and the Advisory Committees, the annual audited financial statement within 30 days from the issuance of the audit report. In addition, the annual audited financial statements shall be filed with other entities in accordance with South Dakota Codified Law.

Sec. 4.7. Subject to any specific limitation or restriction imposed by law or by these Bylaws, the Trust Board is authorized to direct, by appropriate action, the carrying out of the purposes as set forth in these Bylaws.

ARTICLE V ADVISORY COMMITTEES

Sec. 5.1. Each of the Trust sub-funds shall have an Advisory Committee. Each Advisory Committee shall be responsible for providing advice and recommendations for its own specific sub-fund to the Trust Board or Trust Administrator, including but not limited to issues of conflict between the sub-funds, subrogation claims between sub-funds resulting from mixed or multiple claim theories which may relate to more than one sub-fund and any other conflict issue, or any other matter for which the sub-fund may be called upon for analysis and advice by the Trust Board or Trust Administrator or by the Director of Insurance Services on behalf of the Trust, ASBSD, Inc.

Sec. 5.2. The members of each Advisory Committee shall be appointed by the Trust Board, unless otherwise specified herein, from participating members of the sub-fund associated with the Committee, and each member on the Advisory Committee will serve a three (3) year term. Appointed members are eligible to be reappointed for consecutive terms. Each Advisory Committee shall be comprised as follows:

- (a) The ASB Workers' Compensation Fund shall consist of up to ten (10) Advisory Committee members from participating members of the ASB Workers' Compensation Fund;
- (b) The South Dakota School District Benefit Fund shall consist of up to ten (10) Advisory Committee members from participating members of the South Dakota School District Benefit Fund; and
- (c) The ASB Property and Liability Fund shall consist of up to ten (10) Advisory Committee members from participating members of the ASB Property and Liability Fund, with the Trust Administrator having the authority to adjust the number of Advisory Committee members based upon the total number of members within this sub-fund.

Sec. 5.3. Each Advisory Committee shall include at least three (3) superintendents, three (3) business managers, and one (1) Trust Board member from a school district participating in that particular sub-fund with such board member being appointed by the Chairman of the Trust Board to serve a three-year term or until the appointment of their replacement. The superintendents and business managers appointed to each of the Advisory Committees must be a current serving superintendent or business manager of a school district that is currently a member of the sub-fund of which they will serve as an Advisory Committee member. Failure of an Advisory Committee member to maintain his or her position as a superintendent or business manager of a member to the particular sub-fund the advisory committee advises shall constitute a vacancy. An Advisory Committee member of a school district who has submitted notice of intent to receive bids or quotes is not eligible to participate on the Advisory

Committee until notice is given to the Trust Administrator to bind coverage in the sub-fund of which he or she is an Advisory Committee member.

Sec. 5.4. A member of the Advisory Committee may be removed for good cause by the Trust Board.

Sec. 5.5. Whenever any vacancy shall occur on any Advisory Committee by reason of death, resignation, removal, failure of the Advisory Committee member to maintain his or her representative capacity or otherwise, such vacancy shall be filled by all remaining Advisory Committee members until such time as a successor is appointed. The Trust Board shall appoint a successor to serve for the balance of the term. The Trust Board shall have the right to fill vacancies on each Advisory Committee with any combination of superintendents and business managers.

Sec. 5.6. The Trust Board member appointed to the Advisory Committee shall serve as the Chair of the Advisory Committee. Advice and recommendations of the Advisory Committee will be accomplished by general consensus. Should it appear that a consensus does not exist, a vote shall be taken by majority vote of the Advisory Committee members voting at the Advisory Committee meeting. Written notice of the time, place, and purpose of all meetings of the Advisory Committee shall be mailed or emailed to each Advisory Committee member not less than five (5) days nor more than thirty (30) days before the meeting. Such prior notice may be waived in writing by the Advisory Committee Chair. Meetings or attendance at meetings may be conducted by phone or other electronic means. An Advisory Committee may act by consent in lieu of meeting.

Sec. 5.7. The Chair of each Advisory Committee or the Trust Administrator shall conduct all Advisory Committee meetings and be responsible for reporting the Advisory Committee's recommendations to the Trust Board.

Sec. 5.8. Each Advisory Committee shall meet only by written call of the Trust Board, the Trust Board Chair, the Advisory Committee Chair, or the Trust Administrator. No annual meeting of the Advisory Committee shall be required.

ARTICLE VI MEETINGS OF THE TRUST BOARD

Sec. 6.1. The annual meeting of the Trust Board shall be held at a time and location as set by the Trust Board and shall be for the purpose of electing officers, revising coverage provisions and costs, making policy recommendations for the next year, and other business deemed appropriate by the Trust Board.

Sec. 6.2. The Chair, the Trust Administrator, or any four (4) or more Trustees of the Trust Board may call a special meeting of the Trust Board at any time, to be held at the principal office of the Trust in Pierre, South Dakota or other more convenient location.

Sec. 6.3. Written notice of the time, place, and purpose of all meetings of the Trust Board shall be mailed or emailed to each Trustee not less than five (5) days nor more than thirty (30) days before the meeting. Such prior notice may be waived in writing by the Trust Chair. Public

notice of all regular and special Trust Board meetings and a copy of the agenda for such meetings shall be posted 24 hours in advance of any such meeting outside the offices of the Trust Administrator. Meetings of the Trust Board may be conducted by phone or other electronic means. All electronic votes of the Trust Board may be taken by voice vote and if any member votes in the negative, the vote shall proceed to a roll call vote.

Sec. 6.4. Four (4) members of the Trust Board shall constitute a quorum for the transaction of business and the action of a majority of those members voting shall be the act of the Trust Board, except where these Bylaws specifically require action by a greater number of Trustees. If there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present.

ARTICLE VII CONFLICTS OF INTEREST

Sec. 7.1. All Trustees, officers, agents and employees of the Trust shall adhere and be bound by the provisions of SDCL 6-1-17 regarding conflicts of interest.

ARTICLE VIII RELATED PARTY TRANSACTIONS

Sec. 8.1. Related-party transactions occur between two or more parties with interlinking relationships. As with conflicts of interest, these transactions should be disclosed to the Trust Board and evaluated to ensure the transaction is based on a sound economic basis that is in the best interest of the Trust and the purpose it serves. The Trust Board should pursue any related-party transactions that are clearly advantageous to the Trust, but should avoid those that present conflicts of interest.

ARTICLE IX MEMBERSHIP MEETINGS

Sec. 9.1. The annual meeting of the members of the Trust shall be for the transaction of such business as may be brought before the meeting.

Sec. 9.2. A quorum shall exist if at least 50 percent of the Trust membership is represented at any special or annual meeting of the Trust.

Sec. 9.3. Any meeting of the membership of the Trust shall be presided over by the duly-elected Chair of the Trust Board or his or her designee. The Secretary of the Trust Board or his or her designee shall act as Secretary of the meeting. For voting purposes, the school district should be represented by its business manager or his or her designee. All questions shall be decided by the vote of a majority of the members present and voting at the meeting unless otherwise provided by law or these Bylaws.

Sec. 9.4. The membership meeting may be held in conjunction with the annual convention or business meeting of ASBSD, Inc.

Sec. 9.5. Members may also be requested to vote on issues of importance to the

membership by written or electronic ballot from time to time as may be determined appropriate by the Trust Board after advising the membership of the details and an explanation surrounding such issue in written form and by providing the membership a ballot upon which to cast their support or opposition to the proposed resolution. A quorum of the membership for the purpose of decisions by ballot shall be a majority of those eligible members casting their vote by ballot in a timely manner as directed in the ballot vote instructions. Any such vote by the membership shall be preserved and shall constitute formal approval or action by the Membership. Results of such ballot decisions or action by the membership shall be communicated to the Members as a whole by the Trust Board or the Trust Administrator. A member is eligible to cast a ballot only where that member participates in the sub-fund or sub-funds being affected by such ballot result.

Sec. 9.6. Each member shall be entitled to one vote on each matter submitted to a vote of the membership, regardless of the number of people the members may have attending a membership meeting. If a matter being voted on affects more than one sub-fund, a member who participates in more than one sub-fund is eligible to cast only one vote on each proposed resolution.

ARTICLE X TERMINATION OF MEMBERSHIP

Sec. 10.1. Any member of the ASB Protective Trust shall cease to be a member in the event of any of the following:

(a) Failure to pay contributions or assessments that are due and payable within thirty (30) days after the date notice in writing of such delinquency is delivered personally or mailed to the member by certified mail.

(b) Failure to carry out the recommendations of any loss control inspections or failure to follow accepted financial and loss control prevention standards within a timeframe agreed upon between the Member and Trust Administrator. In the event a timeframe cannot be agreed upon by the parties, the Trust Administrator shall have the authority to establish a timeframe not less than thirty (30) days after the date that written notice of such failure is provided to the Member.

(c) Failure to carry out obligations imposed by a Participation Agreement to which the member is a party.

(d) Failure to execute and adopt any changes in these Bylaws, approved as provided in Section 16.1 of these Bylaws, within sixty (60) days after the date that written notice of such approval is provided to the Member.

(e) Any act of bankruptcy or other insolvency filing by a Member.

(f) Any act by a Member that will in the discretion of the Trust Board contaminate the tax free treatment of the Fund under the IRC section 115.

Sec. 10.1.1. Any dispute regarding termination of membership shall be determined by the Trust Board, whose decision is binding upon all members and former members.

Sec. 10.2. Any member may withdraw from membership by meeting the terms as specified in the Participation Agreement, subject to all obligations of assessment and payment of assessments which shall survive termination or withdrawal of a member where the fiscal deficit of any fund occurs during the withdrawing member's participation. No member who terminates or withdraws prior to the last day of coverage of any given year may receive any distribution for that year. Resignation or other termination of membership shall not relieve any member of any liability, claim, obligation or assessment made under these Bylaws or pursuant to a Participation Agreement approved by a member.

Sec.10.3. Any member who leaves the Trust by reason of any act set forth in Section 10.1 shall only have such right or interest to any accrued or current excess contribution, whether or not previously declared to be payable by the Trust Board, as shall be determined by the Trust Board in its sole discretion.

Sec. 10.4. A member that has been expelled or that has resigned may be reinstated only after filing an application, meeting the requirements of a new member, and paying such member's past due account, including cost of collection, if any.

Sec.10.5. Any liability, claim, unsatisfied obligation or assessment existing at the time of termination or withdrawal of membership shall remain a valid, binding, legal obligation of the withdrawing, terminating or expelled member, notwithstanding such termination or withdrawal.

ARTICLE XI CONTRIBUTIONS AND FINANCES

Sec. 11.1. All contributions, as determined by the Trust Board, shall be paid by each member to ASB Protective Trust. The Trust Board shall have custody of and control over the assets of each sub-fund.

Sec. 11.2. The Trust Board may assess late payment fees as it determines appropriate.

Sec 11.3. The Trust Board shall open and maintain such accounts as it deems necessary for the operation of the Trust and determine the manner in which deposits and withdrawals from such accounts may be made.

Sec. 11.4. Advance contribution discounts may be allowed to members on an individual basis and in an amount to be determined in the discretion of the Trust Board, but not in excess of the amount allowed by the excess insurance or risk retention underwriter.

Sec 11.5. Any surplus monies in a sub-fund at the end of a fiscal year in excess of the amount necessary to fulfill all obligations of the Trust from such sub-fund may be refunded to the members participating in such sub-fund or maintained as unobligated reserves by the Trust Board, as determined in the sole discretion of the Trust Board.

Sec. 11.6. Each participating member shall pay the amount of its contribution or assessment to the Trust Board within thirty (30) days of receipt of an invoice from the Trust Administrator. The Trust Administrator, on an individual member basis, may allow special payment arrangements within guidelines established by the Trust Board.

ARTICLE XII
TRUST ADMINISTRATOR

Sec. 12.1. The Trust Administrator shall be designated by the Trust Board as the administrative agent and act as Secretary/Treasurer of the Trust.

Sec. 12.2. The Trust Administrator shall keep a record of all the members participating in each sub-fund, and shall keep or cause to be kept a ledger account of the contributions and assessments, and shall invoice members when any such amounts are due. The Trust Administrator shall report to the members, the Advisory Committees, and to the Trust Board concerning the Trust on a periodic basis, but not less than annually.

Sec. 12.3. The Trust Administrator shall attend all meetings of the members, the Advisory Committees, and the Trust Board. The Trust Administrator shall further have charge of all books, records, documents and papers of the Trust and each sub-fund in his or her custody, which shall be open for inspection by the Trust Board or any member of the Trust during normal business hours.

Sec. 12.4. The Trust Administrator shall give, or cause to be given, notice of all meetings of each Advisory Committee, the Trust Board, and membership meetings of the Trust for which notice is required, and shall perform such other duties as may from time to time be delegated to him or her by the Trust Board.

Sec. 12.5. The Trust Administrator, in consultation with the Trust Board, shall provide for outside legal services, financial services, claims administration services, insurance agreements and an administrative service agreement subject to approval of the Trust Board as necessary to protect the assets of the Trust. The administrative service agreement shall be as the Trust Board may determine to effectively reduce the administrative and governmental burdens of members.

ARTICLE XIII
MISCELLANEOUS

Sec. 13.1. Each member shall cooperate with the Trust Board to the fullest extent. Members shall keep accurate records, including safety records, and take any and all necessary action to implement recommendations of any loss control inspection, when applicable.

Sec. 13.2. The Trust shall defend or settle, in the name of and on behalf of a member, any suits or proceedings which may at any time be instituted on account of their liability resulting from participation in the Associated School Boards Protective Trust, whether from participation under the ASB Workers' Compensation Fund, South Dakota School District Benefit Fund, or ASB Property and Liability Fund to the limits of coverage for such suit. No payment for punitive or exemplary damages is provided hereunder. Any such obligation is secondary to any other available insurance coverage. There is no coverage afforded for any claim, suit, or proceeding the Trust may institute against any member upon a two-thirds (2/3) vote of the Trust Board.

Sec. 13.3. The Members of each Advisory Committee and the Trust Board shall be deemed employees or officers of their respective school boards or represented organizations, as the

case may be, and not employees of the ASB Workers' Compensation Fund, South Dakota School District Benefit Fund, the ASB Property and Liability Fund or the Associated School Boards Protective Trust.

Sec. 13.4. In the event of the termination or dissolution of the Trust or any sub-fund, all assets in excess of liability, including a sufficient reserve for unreported claims and claims adjustment expense liability, in the particular sub-fund or sub-funds shall be returned to the then active members of the particular sub-fund on a pro rata basis as determined by the Trust Board and at such point in time that the Trust Board is assured all liability has been satisfied.

Sec. 13.5. The Trust Administrator or Trust Claims Administrator shall make initial coverage determinations. Any member dissatisfied with such determination may appeal to the Advisory Committee which shall make a recommendation to the Trust Board. In the event two or more sub-funds provide coverage for the same incident, the Advisory Committees of the involved sub-funds may recommend an allocation of loss or coverage of the shared incident to the Trust Board. This recommendation may include the waiver of subrogation interests. In the event the Advisory Committees are unable to agree upon a recommended allocation of loss or coverage of the incident, the matter shall be submitted to the Trust Board for resolution without recommendation. Each affected Advisory Committee may submit its position to the Trust Board in person, in writing, or both at the discretion of the Trust Board. In the event the incident involves a member which is represented on the Advisory Committee or the Trust Board, such representative of the covered member shall not participate in a proceeding under this subsection, and the Chair of the Trust Board shall appoint a temporary member of the Advisory Committee or the Trust Board to participate in and act upon the dispute. The final action of the Trust Board is binding upon all members.

Sec. 13.6. Any terms of these Bylaws and Participation Agreement that would, by their nature or through the express terms of such documents, survive the expiration or termination of membership in the Trust or sub-fund of the Trust shall so survive.

ARTICLE XIV FISCAL YEAR

Sec. 14.1. The fiscal year of the Trust shall begin on the first day of July and shall end on the last day of June of the next year.

ARTICLE XV NOTICES

Sec. 15.1. Any notice required by these Bylaws, statute, or any rule or regulation of any governmental agency, shall be sufficient if delivered personally, by electronic means, by delivery service messenger or courier, or given by depositing the same in a United States post office box or receptacle in a sealed, postage prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Trust. Any mailed notice shall be deemed to have been given on the date of mailing, provided that any notice pursuant to Article X of the Bylaws that is mailed shall be sent by certified mail.

ARTICLE XVI
AMENDMENT OF RULES AND REGULATIONS

Sec. 16.1. Any alteration, change, addition, amendment, or repeal (hereinafter within this Section referred to as "amendment") of these Bylaws shall be approved by a majority of the members present and voting at an official meeting of the membership or by ballot, or by two-thirds (2/3) of the Trust Board. Each member shall be provided via electronic means or by mail notification of the intent to amend the Bylaws, along with a copy of the proposed changes, at least fifteen (15) days prior to the meeting in which the vote will occur. The approved amendments to the Bylaws shall be deemed to take effect on the day of approval of such Bylaws unless the amendment itself to the Bylaws provides to the contrary. The approved amendments to the Bylaws shall be provided via electronic means or by mail to each member within thirty (30) days after such approval. The amendments to the Bylaws shall be adopted by each member's governing board within sixty (60) days after the date that written notice is provided to the member that the Bylaws were amended.

Sec. 16.2. Each member shall be furnished with a copy of these Bylaws and a copy of any change thereof that is made as provided in Section 16.1 of this Article.

THESE BYLAWS WERE ADOPTED on this, the ____ day of _____, 20 ____.

TRUST BOARD
ASB PROTECTIVE TRUST

By: _____
Chair

WITNESS

Secretary/Treasurer
Trust Board
ASB Protective Trust

EFFECTIVE _____

Amended:
XXX Date, 2022
February 17, 2010
March 7, 2006
September 1, 2001
January 26, 1998
August 29, 1995
March 17, 1993

ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST
(An unincorporated assessable association)
JOINT POWERS AGREEMENT AND BYLAWS
Amended as of February 17, 2010-INSERT DATE

ARTICLE I
NAME AND ADDRESS

Sec. 1.1. The name of this association shall be the Associated School Boards Protective Trust, hereinafter referred to as the "**Trust**."

Sec. 1.2. The principal office of the Trust shall be in the City of Pierre, State of South Dakota, or at such other place as may be designated by the Associated School Boards Protective Trust Board of Trustees (hereinafter "**Trust Board**").

Sec. 1.3. The Trust shall have a perpetual duration and is created as a separate legal entity pursuant to SDCL 13-8-39 under the joint powers as provided for in SDCL 1-24 et seq., SDCL 13-10-3, and 13-10-9, and the general authority of SDCL Title 13.

ARTICLE II
PURPOSE

Sec. 2.1. The purpose of the Trust is to reduce the administrative and regulatory burdens of local governmental entities through the establishment of an administrative framework, including sub-funds, to provide health, property/liability, workers' compensation, and other benefits through risk pooling, self-insurance programs, and joint purchases of insurance, excess insurance, and reinsurance. Such joint purchases may include any public agency within the state of South Dakota or any other state to the extent that the laws of such other state permit such joint exercise or enjoyment, and their employees, who are members in good standing and have signed one or more current Participation Agreements in accordance with the terms of these Bylaws.

ARTICLE III
MEMBERSHIP

Sec. 3.1. The Trust presently oversees three (3) sub-funds known as: The ASB Workers' Compensation Fund; the South Dakota School District Benefit Fund; and the ASB Property and Liability Fund hereinafter collectively referred to as "**the Fund**".

Sec. 3.2. To be eligible for membership, an applicant must be a public agency as defined in SDCL 1-24 et seq. and must:

(a) File with the Trust Administrator the application required and prescribed by the Trust Board or the Trust Administrator ~~and approve these Bylaws by appropriate resolution;~~

(b) **Receive approval of the application by the Trust Administrator for membership in the Trust, or, for an applicant who is** ~~if~~ not a public school district, **receive approval of the application**

be approved for membership by an affirmative vote of a majority of the Trust Board;

(c) Adopt these Bylaws by appropriate resolution;

(d) Approve and adopt by appropriate resolution and execute a Participation Agreement for each coverage program in which the member participates indicating prompt compliance with these Bylaws and with the requirements of any reinsurance or stop-loss agreement executed by the Trust Board or Trust Administrator for and on behalf of all of the parties who are now or may hereafter become members of the Trust and participants in one or more of the sub-funds;

(e) Execute any and all documents as may be necessary and required by the Trust Board, the Trust Administrator or reinsurer hereunder;

(f) Submit to financial and physical inspections by the Trust Board or the Trust Administrator, or their duly authorized representatives;

(g) Be members or associate members in good standing of the Associated School Boards of South Dakota, Inc ("ASBSD") and a participant in at least one (1) of the sub-funds identified herein; and

(h) Meet such other qualifications as may be from time to time be set by the Trust Board.

Sec. 3.3. Upon approval of an application for membership in the Trust by the Trust Board or where the member is a public school district by the Trust Board designee, and upon adoption of these Bylaws by appropriate motion of the governing body, and execution of the appropriate Participation Agreement(s), the applicant will be admitted to membership in the Trust and shall continue as a member of the Trust unless and until such membership is terminated as hereinafter provided.

Sec. 3.4. By accepting membership in the Trust, the member agrees that it may be sued by the Trust in any state court of South Dakota for any contributions, assessments, penalties, or other monies that are not paid to the Trust on the due date thereof, including reasonable attorney's fees and other related litigation expenses incurred in collecting the same.

ARTICLE IV TRUST BOARD

Sec. 4.1. The Trust Board shall be responsible for administering the Fund, and may request and receive the advice and recommendations of the Advisory Committees. The total number of Trustees on the Trust Board shall be seven (7), consisting of the Chairperson of the ASBSD Board of Directors and six (6) members elected from the Trust's participating members and the President of ASBSD. All Trustees, except the President of the ASBSD Chairperson of the ASBSD Board of Directors, must be School Board members of a participating member of one or more of the three sub-funds referenced under Article III, Membership. Each of the three sub-funds should have representation on the Trust Board. Of the six (6) Trust Board members to be elected from the Trust participating membership, two (2) shall be elected from each of the three sub-funds created under Article III, Membership. Each Trustee on the Trust Board, except the President of the ASBSD Chairperson of the ASBSD Board of Directors, will serve a three-year

terms. Trustees may serve consecutive terms. Terms shall be staggered and begin on a fiscal year. Two (2) additional Trust Board members may be added by unanimous vote of the Trust Board to be selected from among nominees proposed by member pools or governmental entities from other states. All Trust Board members shall continue until their successor assumes office. A Trustee may be removed for good cause by the Trust Board. In the event a vacancy occurs, such vacancy shall be filled by all remaining Trust Board members until such time as a successor is appointed. The remaining Trust Board members Trustees shall appoint a replacement that who shall fulfill the unexpired term of the person who is replaced.

Sec. 4.2. One member of the Trust Board shall be elected by the others to serve as Chair. The Chair of the Trust Board shall preside at all meetings of the Trust Board. In his or her the absence of the Chair, the remaining Trustees present shall appoint a temporary chair.

Sec 4.3. The separate identity and liability of all three sub-funds will be maintained at all times, and under no circumstances is the Trust Board authorized to commingle those separate sub-funds. This section shall not be construed to prohibit the Trust Board from pursuing a joint investment strategy for all reserve funds available to all sub-funds, giving due consideration for the various liquidity needs of each sub-fund. To insure liquidity of each sub-fund, the Board may borrow or loan necessary funds from any source willing to lend, including sub-funds, upon such terms as the Board may determine, as set forth in written notes, and the members hereby authorize the Board Chair and Secretary/Treasurer Trust Administrator to execute such notes, including lines of credit, on behalf of the Trust.

Sec. 4.4. It shall be the responsibility and duty of the Trust Board:

(a) To contract for administrative services including Trust Administrator;

~~(b) To direct the Trust Administrator in the collection of delinquent accounts resulting from any unpaid premiums, assessments, or penalties;~~

~~(b) To require ensure each member to executes a Participation Agreement for each program in which the member participates; regarding liability of all members for claims against the Trust;~~

(dc) To obtain approve placement of excess liability coverage, insurance and reinsurance, specific or aggregate, through risk retention agreements and group purchase plans, in amounts considered adequate to cover the liabilities of the Trust and to enter into group purchase agreements with other non-profit entities;

~~(e) To set requirements for the admission of participants to each sub-fund; and,~~

~~(fd) To approve membership requests if appropriate and terminate membership as provided in these Bylaws; and~~

(e) To establish standards for equity distribution.

Sec.4.5. The ~~Trust Board, the Advisory Committees, and the~~ Trust Administrator shall ~~collect or cause to be collected~~ ~~assist in collecting~~ contributions from ~~each~~ all participating members in amounts established by the Trust Board. In the event the Trust Administrator shall advise the Trust Board that there are inadequate reserves in a particular sub-fund to meet current obligations or that a judgment has been rendered against a sub-fund for which there are inadequate reserves, including reinsurance and other stop-loss agreements, to meet current obligations or satisfy the judgment according to its terms, the Trust Board may assess against all participating members of the sub-fund in which the shortfall exists the amount required to satisfy the shortfall. Such assessment shall be prorated to reflect each member's percentage of contribution to the total contributions to the sub-fund for the year **or by another method approved by the Trust Board upon a two-thirds vote.**

Sec. 4.6. The Trust Administrator shall **provide forward** to each member of the Trust Board and the Advisory Committees, the annual audited financial statement **within** 30 days from the issuance of the audit report. **In addition, the annual audited financial statements shall be filed with other entities in accordance with South Dakota Codified Law.**

Sec. 4.7. Subject to any specific limitation or restriction imposed by law or by these Bylaws, the Trust Board is authorized to direct, by appropriate action, the carrying out of the purposes as set forth in these Bylaws.

ARTICLE V ADVISORY COMMITTEES

Sec. 5.1. Each of the ~~three existing~~ Trust sub-funds shall have an Advisory Committee. Each Advisory Committee shall be responsible for providing advice **and recommendations** for its own specific sub-fund **to the Trust Board or Trust Administrator, including but not limited to issues of conflict between the sub-funds, subrogation claims between sub-funds resulting from mixed or multiple claim theories which may relate to more than one sub-fund and any other conflict issue, or any other matter for which the sub-fund may be called upon for analysis and advice by the Trust Board or Trust Administrator or by the Director of Insurance Services on behalf of the Trust, ASBSD, Inc.** ~~The Trust Board shall be responsible for overseeing the joint undertaking and overall financial stability and integrity of each sub-fund. The number of members on each Advisory Committee shall be four (4) except that the South Dakota Benefit Fund Advisory committee shall have six (6) members. In addition, one of the Trust Board members elected by the membership of each of the sub-funds shall serve as a liaison between the Trust Board and the respective Advisory committee, but will not vote.~~

Sec. 5.2. The members of each Advisory Committee shall be appointed by the Trust Board, **unless otherwise specified herein**, from participating members of the sub-fund associated with the Committee, and each member on the Advisory Committee will serve a ~~two~~ **(2)**-~~three~~ **(3)** year term. Appointed members are eligible to be reappointed for consecutive ~~two~~ **(2)** year terms. **Each Advisory Committee shall be comprised as follows:**

- (a) **The ASB Workers' Compensation Fund shall consist of up to ten (10) Advisory Committee members from participating members of the ASB Workers' Compensation Fund;**

- (b) The South Dakota School District Benefit Fund shall consist of up to ten (10) Advisory Committee members from participating members of the South Dakota School District Benefit Fund; and
- (c) The ASB Property and Liability Fund shall consist of up to ten (10) Advisory Committee members from participating members of the ASB Property and Liability Fund, with the Trust Administrator having the authority to adjust the number of Advisory Committee members based upon the total number of members within this sub-fund.

Sec. 5.3. Each Advisory Committee, ~~with the exception of the South Dakota School Benefit Fund Advisory Committee,~~ shall ~~consist of~~ **include at least three (3) two (2) superintendents, and two (2) three (3) business managers, and one (1) Trust Board member from a school district participating in that particular sub-fund with such board member being appointed by the Chairman of the Trust Board to serve a three-year term or until the appointment of their replacement. The Trust Board Liaison will serve without vote as the Secretary. Each Advisory Committee shall elect one of its voting members to serve as Chair. Each member of an Advisory Committee so appointed must be a** ~~The superintendents or and business managers appointed to each of the Advisory Committees must be a current serving superintendent or business manager of a school district that is currently a member of the sub-fund of which they will serve as an Advisory Committee member of a member participating in the particular sub-fund the Advisory Committee advises.~~ Failure of an Advisory Committee member to maintain his or her position as a superintendent or business manager of a member to the particular sub-fund the advisory committee advises shall constitute a vacancy. **An Advisory Committee member of a school district who has submitted notice of intent to receive bids or quotes is not eligible to participate on the Advisory Committee until notice is given to the Trust Administrator to bind coverage in the sub-fund of which he or she is an Advisory Committee member.**

Sec. 5.4. ~~The Advisory Committee for the South Dakota School Benefit Fund shall consist of two (2) superintendents, two (2) business managers, one (1) representative nominated by the South Dakota Education Association (SDEA) and approved by the participating members of the sub-fund, and one (1) representative nominated by the School Administrators of South Dakota (SASD) and approved by the participating members of the sub-fund. The SDEA and SASD nominees shall be state level officers of the respective organizations or an employee of a participating member. A member of the Advisory Committee may be removed for good cause by the Trust Board.~~

Sec. 5.5. Whenever any vacancy shall occur on any Advisory Committee by reason of death, resignation, removal, failure of the Advisory Committee member to maintain his or her representative capacity or otherwise, **such vacancy shall be filled by all remaining Advisory Committee members until such time as a successor is appointed. The Trust Board shall appoint a successor to serve for the balance of the term. The Trust Board shall have the right to fill vacancies on each Advisory Committee with any combination of superintendents and business managers. No Advisory Committee member may exercise more than one (1) vote.**

Sec. 5.6. **The Trust Board member appointed to the Advisory Committee shall serve as the Chair of the Advisory Committee. A Chair elected as provided in Section 5.3 shall serve at the pleasure of the Advisory Committee. All actions Advice and recommendations** of the Advisory

Committee **will be accomplished by general consensus. Should it appear that a consensus does not exist, a vote** shall be taken by majority vote of ~~all authorized~~ **the Advisory Committee members voting at** of the Advisory Committee **meeting. Written notice of the time, place, and purpose of all meetings of the Advisory Committee shall be mailed or emailed to each Advisory Committee member not less than five (5) days nor more than thirty (30) days before the meeting. Such prior notice may be waived in writing by the Advisory Committee Chair.** Meetings or attendance at meetings may be conducted by phone or other electronic means. **All electronic votes shall be by roll call.** An Advisory Committee may act by consent in lieu of meeting **and may conduct business by facsimile.**

Sec. 5.7. The Chair of each Advisory Committee **or the Trust Administrator** shall **preside at conduct** all Advisory Committee meetings **and be responsible for reporting the Advisory Committee's recommendations to the Trust Board.** ~~In his or her absence the remaining Advisory Committee members present shall appoint a temporary chair. The temporary Chair shall have the normal powers and authority of a duly elected Chair of the Advisory Committee, and such other duties as the Advisory Committee shall determine.~~

Sec. 5.8. ~~Each Advisory Committee shall meet at least once each year to make such recommendations to the Trust Board as it sees fit. There shall be a membership meeting of each sub-fund at least annually. The sub-fund meeting may be conducted jointly with any other sub-fund. A quorum of the membership shall be deemed to be as defined in Sec. 9.2. Each member may exercise only one (1) vote at a membership meeting, regardless of the number of people the members may have attending a membership meeting.~~ **Each Advisory Committee shall meet only by written call of the Trust Board, the Trust Board Chair, the Advisory Committee Chair, or the Trust Administrator. No annual meeting of the Advisory Committee shall be required.**

ARTICLE VI MEETINGS OF THE TRUST BOARD

Sec. 6.1. The annual meeting of the Trust Board shall be held at a time **and location as** set by the Trust Board and shall be for the purpose of electing officers, revising coverage provisions and costs, making policy recommendations for the next year, and other business deemed appropriate by the Trust Board.

Sec. 6.2. The Chair, the ~~Secretary/Treasurer~~ **Trust Administrator**, or any four (4) or more Trustees of the Trust Board may call a special meeting of the Trust Board at any time, to be held at the principal office of the Trust in Pierre, South Dakota **or other more convenient location.**

Sec. 6.3. Written notice of the time, place, and purpose of all meetings of the Trust Board ~~or of any Advisory Committee~~ shall be mailed **or emailed** to each Trustee ~~or Advisory Committee member~~ not less than five (5) days nor more than thirty (30) days before the meeting. **Such prior notice may be waived in writing by the Trust Chair.** Public notice of all **regular and** special Trust Board meetings and a copy of the agenda for such meetings shall be posted 24 hours in advance of any such ~~special~~ meeting outside the offices of the Trust **Administrator.** Meetings of the Trust Board ~~or any Advisory Committee~~ may be conducted by phone or other electronic means. All electronic votes ~~shall be by roll call.~~ **of the Trust Board may be taken by voice vote and if any member votes in the negative, the vote shall proceed to a roll call vote.**

Sec. 6.4. Four (4) members of the Trust Board shall constitute a quorum for the transaction of business and the action of a majority of those members ~~elected~~ voting shall be the act of the Trust Board, except where these Bylaws specifically require action by a greater number of Trustees. If there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present.

ARTICLE VII CONFLICTS OF INTEREST

Sec. 7.1. All Trustees, officers, agents ~~or~~ and employees of the Trust shall adhere and be bound by the provisions of SDCL 6-1-17 regarding conflicts of interest.

ARTICLE VIII RELATED PARTY TRANSACTIONS

Sec. 8.1. Related-party transactions occur between two or more parties with interlinking relationships. As with conflicts of interest, these transactions should be disclosed to the Trust Board and evaluated to ensure the transaction is based on a sound economic basis that is in the best interest of the Trust and the purpose it serves. The Trust Board should pursue any related-party transactions that are clearly advantageous to the Trust, but should avoid those that present conflicts of interest.

ARTICLE IX MEMBERSHIP MEETINGS

Sec. 9.1. The annual meeting of the members of the Trust shall be for the transaction of such business as may be brought before the meeting.

Sec. 9.2. A quorum shall exist if at least 50 percent of the Trust membership is represented at any special or annual meeting of the Trust. ~~Subject to the provisions of Article XVI regarding amendments to the bylaws, a majority of the quorum may act for the Trust.~~

Sec. 9.3. Any meeting of the membership of the Trust shall be presided over by the duly-elected Chair of the Trust Board ~~or his or her designee~~. The Secretary of the Trust Board ~~or his or her designee~~ shall act as Secretary of the meeting. ~~For voting purposes, the school district should be represented by its business manager or his or her designee.~~ All questions shall be decided by the vote of a majority of the members present and voting at the meeting unless otherwise provided by law or these Bylaws.

Sec. 9.4. The membership meeting may be held in conjunction with the annual convention or business meeting of ~~the~~ ASBSD, Inc.

~~Sec. 9.5. Members may also be requested to vote on issues of importance to the membership by written or electronic ballot from time to time as may be determined appropriate by the Trust Board after advising the membership of the details and an explanation surrounding such issue in written form and by providing the membership a ballot upon which to cast their support or opposition to the proposed resolution. A quorum of the membership for the purpose of decisions by ballot shall be a majority of those eligible members casting their vote by ballot in~~

a timely manner as directed in the ballot vote instructions. Any such vote by the membership shall be preserved and shall constitute formal approval or action by the Membership. Results of such ballot decisions or action by the membership shall be communicated to the Members as a whole by the Trust Board or the Trust Administrator. A member is eligible to cast a ballot only where that member participates in the sub-fund or sub-funds being affected by such ballot result.

Sec. 9.6. Each member shall be entitled to one vote on each matter submitted to a vote of the membership, regardless of the number of people the members may have attending a membership meeting. If a matter being voted on affects more than one sub-fund, a member who participates in more than one sub-fund is eligible to cast only one vote on each proposed resolution.

ARTICLE X TERMINATION OF MEMBERSHIP

Sec. 10.1. Any member of the ASB Protective Trust shall cease to be a member in the event of any of the following:

(a) Failure to pay contributions or assessments that are due and payable within thirty (30) days after the date notice in writing of such delinquency is delivered personally or mailed to the member by certified mail.

(b) Failure to carry out the recommendations of any loss control inspections ~~and or~~ failure to follow accepted financial and loss control prevention standards within ~~thirty (30) days after the date notice in writing of such failure is delivered personally or mailed to the member by certified mail~~ a timeframe agreed upon between the Member and Trust Administrator. In the event a timeframe cannot be agreed upon by the parties, the Trust Administrator shall have the authority to establish a timeframe not less than thirty (30) days after the date that written notice of such failure is provided to the Member.

(c) Failure to carry out obligations imposed by a Participation Agreement to which the member is a party.

(d) Failure to execute and adopt any changes in these Bylaws, approved by a majority of the members as provided in Section 16.1 of these Bylaws, within ~~thirty (30)~~ sixty (60) days of receiving written notice of such approval after the date that written notice of such approval is provided to the Member.

(e) Any act of bankruptcy or other insolvency filing by a Member.

(f) Any act by a Member that will in the discretion of the Trust Board contaminate the tax free treatment of the Fund under the IRC section 115.

~~(e)~~ Sec. 10.1.1. Any dispute regarding termination of membership shall be determined by the Trust Board, whose decision is binding upon all members and former members.

Sec. 10.2. Any member may ~~resign by giving notice in writing to the Trust Board in accordance with the applicable participation agreement~~ withdraw from membership by meeting

the terms as specified in the Participation Agreement, subject to all obligations of assessment and payment of assessments which shall survive termination or withdrawal of a member where the fiscal deficit of any fund occurs during the withdrawing member's participation. No member may who terminates or withdraws prior to the last day of coverage of any given year, and may receive any distribution for that year. The initial term of membership shall be one (1) year. Resignation or other termination of membership shall not relieve any member of any liability, claim, obligation or assessment made under these Bylaws or pursuant to a Participation Agreement approved by a member.

Sec. 10.3. Any member who leaves the Trust by reason of any act set forth in Section 10.1 shall only have such right or interest to any accrued or current excess contribution, whether or not previously declared to be payable by the Trust Board, as shall be determined by the Trust Board in its sole discretion.

Sec. 10.4. A member that has been expelled or that has resigned may be reinstated only after filing an application, meeting the requirements of a new member, and paying such member's past due account, including cost of collection, if any.

Sec. 10.5. Any liability, claim, unsatisfied obligation or assessment existing at the time of termination or withdrawal of membership shall remain a valid, binding, legal obligation of the withdrawing, terminating or expelled member, notwithstanding such termination or withdrawal.

ARTICLE XI CONTRIBUTIONS AND FINANCES

Sec. 11.1. All contributions, as determined by the Trust Board, shall be paid by each member to ASB Protective Trust. The Trust Board shall have custody of and control over the assets of each sub-fund.

Sec. 11.2. The Trust Board may assess late payment fees as it determines appropriate.

Sec 11.3. The Trust Board shall open and maintain such accounts as it deems necessary for the operation of the Trust and determine the manner in which deposits and withdrawals from such accounts may be made.

Sec. 11.4. Advance contribution discounts may be allowed to members on an individual basis and in an amount to be determined in the discretion of the Trust Board, but not in excess of the amount allowed by the excess insurance or risk retention underwriter.

Sec 11.5. Any surplus monies in a sub-fund at the end of a fiscal year in excess of the amount necessary to fulfill all obligations of the Trust from such sub-fund may be refunded to the members participating in such sub-fund or maintained as unobligated reserves by the Trust Board, as determined in the sole discretion of the Trust Board.

Sec. 11.6. Each participating member shall pay the amount of its contribution or assessment to the Trust Board within thirty (30) days of receipt of an invoice from the Trust Administrator. The Trust Administrator, on an individual member basis, may allow special payment arrangements within guidelines established by the Trust Board.

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Sec. 12.2. The Trust Administrator shall keep a record of all the members participating in each sub-fund, and shall keep or cause to be kept a ledger account of the contributions and assessments, and shall invoice members when any such amounts are due. The Trust Administrator shall report to the members, the Advisory Committees, and to the Trust Board concerning the Trust on a periodic basis, but not less than annually.

Sec. 12.3. The Trust Administrator shall attend all meetings of the members, the Advisory Committees, and the Trust Board. ~~He or she~~ The Trust Administrator shall further have charge of all books, records, documents and papers of the Trust and each sub-fund in his or her custody, which shall be open for inspection by the Trust Board or any member of the Trust during normal business hours.

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ARTICLE XIII
MISCELLANEOUS

Sec. 13.1. Each member shall cooperate with the Trust Board to the fullest extent. Members shall keep accurate records, including safety records, and take any and all necessary action to implement recommendations of any loss control inspection, when applicable.

Sec. 13.2 The Trust shall defend or settle, in the name of and on behalf of a member, any suits or proceedings which may at any time be instituted on account of their liability resulting from participation in the Associated School Boards Protective Trust, whether from participation under the ASB Workers' Compensation Fund, South Dakota School District Benefit Fund, or ASB Property and Liability Fund to the limits of coverage for such suit. No payment for punitive or exemplary damages is provided hereunder. Any such obligation is secondary to any other available insurance coverage. There is no coverage afforded for any claim, suit, or proceeding the Trust may institute against any member upon a two-thirds (2/3) vote of the Trust Board.

Sec. 13.3. The Members of each Advisory Committee and the Trust Board shall be deemed employees or officers of their respective school boards or represented organizations, as the case may be, and not employees of the ASB Workers' Compensation Fund, South Dakota School District Benefit Fund, the ASB Property and Liability Fund or the Associated School Boards Protective Trust.

Sec. 13.4. In the event of the termination or dissolution of the Trust or any sub-fund, all assets in excess of liability, including a sufficient reserve for unreported **claims and claims adjustment expense** liability, in the particular sub-fund or sub-funds shall be returned to the then active members of the particular sub-fund on a pro rata basis as determined by the Trust Board and at such point in time that the Trust Board is assured all liability has been satisfied.

Sec. 13.5. The Trust Administrator **or Trust Claims Administrator** shall make initial coverage determinations. Any member dissatisfied with such determination may appeal to the Advisory Committee which shall make a recommendation to the Trust Board. In the event two or more sub-funds provide coverage for the same incident, the Advisory Committees of the involved sub-funds may recommend an allocation of loss or coverage of the shared incident to the Trust Board. This recommendation may include the waiver of subrogation interests. In the event the Advisory Committees are unable to agree upon a recommended allocation of loss or coverage of the incident, the matter shall be submitted to the Trust Board for resolution without recommendation. Each affected Advisory Committee may submit its position to the Trust Board in person, in writing, or both at the discretion of the Trust Board. In the event the incident involves a member which is represented on the Advisory Committee or the Trust Board, such representative of the covered member shall not participate in a proceeding under this subsection, and the Chair of the Trust Board shall appoint a temporary member of the Advisory Committee or the Trust Board to participate in and act upon the dispute. The final action of the Trust Board is binding upon all members.

Sec. 13.6. Any terms of these Bylaws and Participation Agreement that would, by their nature or through the express terms of such documents, survive the expiration or termination of membership in the Trust or sub-fund of the Trust shall so survive.

ARTICLE XIV FISCAL YEAR

Sec. 14.1. The fiscal year of the Trust shall begin on the first day of July and shall end on the last day of June of the next year.

ARTICLE XV NOTICES

Sec. 15.1. Any notice required by these Bylaws, statute, or any rule or regulation of any governmental agency, shall be sufficient if delivered personally, **by electronic means, by delivery service messenger or courier**, or given by depositing the same in a United States post office box or receptacle in a sealed, postage prepaid envelope, addressed to the person to be notified at

his last address as the same appears in the records of the Trust. Any mailed notice shall be deemed to have been given on the date of mailing, provided that any notice pursuant to Article X of the Bylaws that is mailed shall be sent by certified mail.

ARTICLE XVI
AMENDMENT OF RULES AND REGULATIONS

Sec. 16.1. Any ~~proposed~~ alteration, change, addition, amendment, or repeal (**hereinafter within this Section referred to as "amendment"**) of these Bylaws shall, ~~after approval by at least two-thirds (2/3)~~ **be approved by a majority** of the members present **and voting** at an official meeting of the membership **or by ballot**, or by two-thirds (2/3) of the Trust Board. **Each member shall be provided via electronic means or by mail notification of the intent to amend the Bylaws, along with a copy of the proposed changes, at least fifteen (15) days prior to the meeting in which the vote will occur. The approved amendments to the Bylaws shall be deemed to take effect on the day of approval of such Bylaws unless the amendment itself to the Bylaws provides to the contrary. The approved amendments to the Bylaws shall be provided via electronic means or by mailed to each member within thirty (30) days after such approval. The amendments to the Bylaws shall be adopted by each member's governing board within sixty (60) days after the date that written notice is provided to the member that the Bylaws were amended. Such** ~~proposed alteration, change, addition, amendment, or repeal shall become effective only when a copy of a duly-adopted resolution of the member's governing board approving and adopting the proposal is received by the Trust Administrator from a majority of the members.~~

Sec. 16.2. Each member shall be furnished with a copy of these Bylaws and a copy of any change thereof that is made as provided in Section 16.1 of this Article.

THESE BYLAWS WERE ADOPTED ~~by the Trust Board of the ASB Protective Trust~~ on this, the ____ day of _____, 20 ____.

TRUST BOARD
ASB PROTECTIVE TRUST

By: _____
Chair

WITNESS

Secretary/Treasurer
Trust Board
ASB Protective Trust

EFFECTIVE _____
Amended:
XXX Date, 2022

February 17, 2010
March 7, 2006
September 1, 2001
January 26, 1998
August 29, 1995
March 17, 1993