

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

**Vision:** *Respect – Pride – Excellence for All*

**AGENDA**  
**BOARD OF EDUCATION – REGULAR MEETING**  
**Instructional Planning Center/Huron Arena**  
**Monday, April 11, 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 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**
  - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
  - a)
8. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

  - a) **Approval and/or Correction of Minutes of Previous Meetings**
  - b) **Consideration and Approval of Bills**
  - c) **Approval and/or Correction of the Financial Report**
  - d) **Board Approval of New Hires**

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

    - 1) Richard Olson/Food Service-Buchanan Satellite/\$17.31 per hour
    - 2) Jennifer Fuchs/Paint Crew Lead/\$21.29 per hour
    - 3) Desiree Glanzer/Paint Crew/\$17.15 per hour
    - 4) Sher Nay Khin/Substitute Food Service Worker/\$17.31 per hour

e) **Contracts for Board Approval**

1)

f) **Resignations for Board Approval**

- 1) Kris Barber/Special Education Para-Educator
- 2) David Westby/Assistant Coach 9<sup>th</sup> Gr BBB/7 years
- 3) Tara Ulvestad/Teacher-Buchanan/5 years
- 4) Amanda Ladwig/SPED Teacher-High School/5 years
- 5) Travis Ladwig/Teacher-Middle School/5 years
- 6) Travis Ladwig/7<sup>th</sup> Gr Girls' BB Coach/4 years
- 7) Kay Ra Say/SPED Para-Educator/1 year
- 8) Krysten Sifuentes/FS ~ Madison Cashier/2 years
- 9) Robert Behlke/Library Aide ~ HMS/14 years
- 10) Marli Ball/Teacher-Madison/2 years

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

**Group Applying**

HMS Counseling Office

Contact Person

Heather Sieh

Name of Award

United Way Heartland Region 2023

Name of Funder

United Way

Amount to be Requested

\$1,500

Project Focus

To help our students be able to attend the "Bring Your A Game" classes offered through Cornerstone Career Learning Center. This will be a new resource for at risk youth at the MS level.

h) **Request Approval to Hold the School's On-Line Surplus Property Auction – August 9, 2022**

Ben Meyer Auction Service will conduct the on-line auction with the auction closing on August 9 and load outs on August 10.

i) **Request for Approval of Open Enrollment Request – 2022-23 SY**

The administration has received open enrollment request #OE-2022-05 for Board approval.

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

**Group Applying**

Washington 4/5 Center & HMS

Contact Person

Laura Willemsen, Lyndi Hudson, Kari Hinker

Name of Award

United Way Heartland Region Grant

Name of Funder

United Way

Amount to be Requested

\$6,000

Project Focus

Afterschool Transportation (ICU & afterschool student interest clubs)

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

**Group Applying**

Washington 4/5 Center

Contact Person

Kari Hinker

Name of Award

Huron Community Foundation

Name of Funder

WINGS

Amount to be Requested

\$2,600

Project Focus

Field Trips

l) **Request for Approval of Open Enrollment Request and Transfer of Athletic Eligibility - 2021-22 SY**

The administration has received open enrollment request #OE-2021-29 and Transfer of Athletic Eligibility #OE-2021-29A for Board approval

m) **Request Permission to Declare the Following Band Instruments Surplus ~ to be traded in to Taylor Music for credit:**

1 - Artist Flute, minor brand - \$5

- 1 - Monique Clarinet, minor brand - \$5
- 1 - Bundy Clarinet, broken bottom joint - \$5
- 1 - Conn Tenor Trombone, old and dented - \$10
- 1 - Conn 15-I baritone with badly creased/dented bell and damaged/unusable first valve - \$30
- 1 - Musser Marimba, 4.3 octave, rosewood bars with one cracked bar, additional bars that are chipped and dimpled and a broken/damaged frame. - \$100.
- 1 - King Sousaphone, silver finish, fair to good condition - \$1,000
- Total = \$1155

(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:**

- **To All 3 Huron Middle School Destination Imagination Teams and Coach Callee Wachter** for placing at the State DI Tournament:  
The 8th grade team, **Poisonous Bulls** won 2nd place in the Improvisation Category. The Team members are **Tucker Micheel, Mylie Byrd, and Alli Lucklum.**  
The **Valiant Team**, made up of **Georgia Wilson, Brooklyn Vanwinkle, Ava Rathjen Colon, and Idella Meyer** got 2nd place in the engineering challenge.  
The team **Lightning Lynx** got 1st place in the engineering challenge and will get the chance to represent South Dakota in the Global Finals! Team members include **Judson Goglin, James Wheeler, Brian Ptak, and Evan Gerrits.**
- **Lisa (Instructional Coach @ Buchanan) & Dan McCarty (Former HSD Wrestling Coach)** on the birth of their 1<sup>st</sup> grand baby! Walker Glen McCarty was born on March 31<sup>st</sup>, weighed 8.7 lbs and was 20 ¼ inches long.
- **Lacey (HS Counselor) & Chad Wilde** on the birth of their son, Carter Dean! Carter was born April 4<sup>th</sup> at 12:23 p.m., weighed 7 lbs 5 oz and was 19.5 inches long. He joins big brother Jake.
- **The following varsity teams/groups have achieved a combined grade point average of 3.0 or higher and are eligible to receive the SDHSAA Academic Achievement Award:**  
**SPRING SEASON**  
**Boys Tennis**  
**Girls Golf**  
**Boys Track**  
**Girls Track**  
**Chorus - Large Group**  
**Band - Large Group**  
**Student Council**  
**Yearbook**  
**Newspaper**  
**All State Jazz Band**
- **Tim Buddenhagen ~ GBB Co-coach of the Year for Central Region 3**
- **Wade Stobbs ~ Region 3 GBB Assistant Coach of the Year**

**THANK YOU TO:**

- **The Huron Knights of Columbus** for their monetary donation to the Buchanan DLC program

**10. REPORTS TO THE BOARD:**

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

**11. OLD BUSINESS**

- a) Policy GCB-1 ~ Professional Staff Contracts & Compensation Plans/Administration - 2<sup>nd</sup> Reading

**12. NEW BUSINESS**

- a) Construction Change Order NO. G-4 in the amount of \$16,238.00
- b) ASBSD Worker’s Compensation Fund Renewal for 2022-2023
- c) ASBSD Health Fund Renewal for 2022-2023
- d) South Dakota High School Activities Association ~ School Board Resolution  
Authorizing Membership in the South Dakota High School Activities Association

**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**

To Whom it Concerns,

I am resigning from my position of assistant basketball coach. I have loved my time in the boys basketball program, but it is time for me to be done. I hope nothing but the best for all coaches and student athletes. I will miss coaching basketball, I will miss the coaches, but what I will miss the most is the relationships that I was able to build with the student athletes.

David Westby

**From:** Ulvestad, Tara <Tara.Ulvestad@k12.sd.us>  
**Sent:** Friday, April 1, 2022 10:22 AM  
**To:** Steinhoff, Kraig <Kraig.Steinhoff@k12.sd.us>  
**Cc:** Heinz, Peggy <Peggy.Heinz@k12.sd.us>  
**Subject:** Resignation Letter

Good Morning Dr. Steinhoff,

I informed Mrs. Heinz earlier this week and would like to inform you that I will be resigning from my 1<sup>st</sup> grade teacher position at Buchanan K-1 Center after the conclusion of the 2021-2022 school year. I have so enjoyed working in this school district the last 5 years and will greatly miss it here! The staff and administration have been wonderful to work with and I'm grateful I've had the opportunity to work in this district.

Please let me know if there is anything you need from me going forward.

Have a great weekend!

*Tara Ulvestad*  
**1st Grade Teacher**  
**Buchanan K-1 Center**

**CONFIDENTIALITY NOTICE:** This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients name above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer.

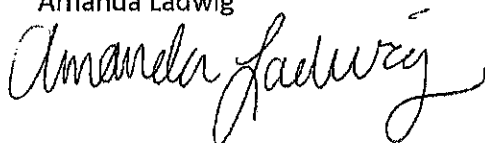
Dear Mr. Radke, Mrs. Schilling and Dr. Steinhoff,

Please accept this letter as my official resignation from my position at Huron High School as a special education teacher. My final day will be May 20<sup>th</sup>, 2022, pending any additional adjustments made to the district schedule for snow days, etc. After putting a lot of thought and talking with my husband, Travis, we have officially made the decision to move away from Huron to be closer to family as well as continuing our careers in education in another school district.

This decision was not taken lightly and was very hard to make as Huron has become our home over the past few years. We have been so fortunate to have been welcomed into the Huron School District and we are so thankful for our time here. I am also thankful for the experience from all of the different job positions that I have held here and they have all helped shape me into the teacher I am today. While not always easy, I have used each transfer as an opportunity to learn new things and to meet new people. As I reflect on my five years in the Huron School District, the lessons I have learned from my coworkers, as well as from my students, I will carry them with me as I continue on with my teaching career. I truly cannot express how grateful I am for the jobs I have held in my short time here and for the lasting relationships both Travis and I have gained, considering we moved here with no family and have started our own family as well.

I will continue to work hard in my final months here at Huron High School and continue to put forth my best effort to complete all of the duties assigned to me to the best of my abilities. If you need any additional information or have any questions, please let me know.

Sincerely,  
Amanda Ladwig

A handwritten signature in cursive script that reads "Amanda Ladwig". The signature is written in black ink and is positioned below the typed name.

04/05/2022

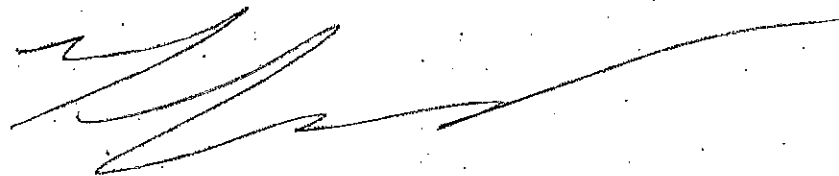
Dear Ms. Willemssen,

Please accept this letter as my official resignation from my position as an 8th grade Science teacher and Speech & Debate teacher from Huron Middle School. My employment will run through the end of the contracted year. This decision did not come easy for me and has taken some time to reach it. This decision comes from my family and myself wanting to move closer to family support and experience new adventures.

Huron was my first teaching job and adventure. The district was very accommodating to both myself and my wife and led to us learning and growing as educators, professionals, and even starting our own family. My multiple roles as a teacher in the district like 3rd grade, 6th ELA, and finally 8th science, have allowed me to grow as a diverse educator and has given me amazing experiences and memories. I'll be forever thankful for the staff and administration that makes this district what it is today.

My final months as an educator in the district will be filled with hard work to continue to prepare the minds of our students. I will continue to collaborate with my colleagues to create a great learning environment for the students next year. If you have any questions, or need any additional information, please don't hesitate to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Ladwig', written over a horizontal line.

Travis Ladwig



04/05/2022

Dear Mr. Rotert,

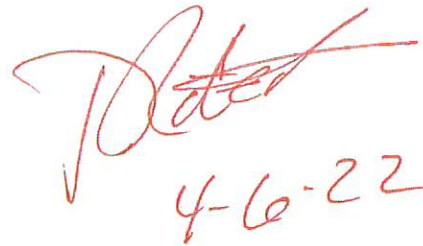
Please accept this letter of resignation from my position as 7th grade girls basketball coach. My wife and I have made the difficult decision to move our family closer to our families and new adventures. Huron athletics offered me my first coaching position where I learned and was able to experience an array of situations as a coach and mentor.

Thank you for giving me the opportunity to be a coach and I hope my next adventure allows me to experience the same opportunities.

Sincerely,



Travis Ladwig



Dear Mrs.Rozell,

I am writing to inform you about giving my 2 weeks notice effective today April 6,2022. Therefore, April 20,2022 will be my last working day.

I really appreciate the opportunity to work here at Madison. It has been enjoyable. I would like to thank you and my colleagues, I have developed teamwork that will be helpful to me in the future. Please let me know what I can do to make this transition smooth as possible.

Again, It has been a pleasure working as a part of your team.

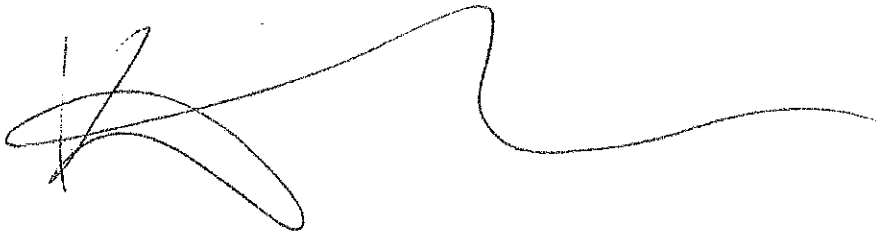
Sincerely,

Kay Ra Say

# Krysten Sifuentes

Resign from Madison  
School Cashier Job on 4-4-22.

Thank you!!  
😊

A handwritten signature in black ink, consisting of a stylized, cursive name that appears to be 'Krysten Sifuentes'. The signature is written in a fluid, connected style with a long horizontal tail extending to the right.

Since I graduated high school in 1974 I have:  
Been in the Coast Guard performing small boat search and rescue

Worked as a college student at  
Clatsop Community College, Astoria Or. (AA)  
Cleveland State University, Cleveland Oh (BA)  
San Jose State University, San Jose Ca (MLS)

Was the instructional Program Manager running 3 computer labs and taught my own set of classes at the University of Wisconsin

Managed a Movie theater

Managed 3 theaters as a city manager

Managed a video store

Was a Director of a University Library

Performed as a substitute teacher

Worked as a Middle School librarian in Spearfish SD

Hired on at the Middle School as a librarian here in Huron

That's been a whole lot of work, and now it's time to not work

This is my last year at the middle school, I will not be back for 2022 – 2023 school.

With the exception of being in the Coast Guard, and cruising down Long Island Sound on a warm summer afternoon, being at the middle school library, has been best work that I have ever had and I thank you for my time here

Robert Behlke

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**Marli Ball**

331 26th St. SE  
Huron, SD 57350  
(605)359-3468  
marli.ball@k12.sd.us

8th April 2022

**Heather Rozell**

Principal, Madison 2-3 Center  
1634 Idaho Ave. SE  
Huron, SD 57350

Dear Mrs. Rozell,

I am writing this letter to inform you of my resignation from my position as a 3rd grade teacher at Madison 2-3 Center, effective May 30th, 2022. I am so grateful for the two years I have spent at Madison and for all the opportunities I have been given.

Thank you for having faith in my teaching abilities and for providing me with support to grow my teaching skills. I will truly miss being a part of the Madison family.

If you have any questions, please ask. Thanks again for everything.

Sincerely,



**Marli Ball**



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

**SCHOOL DISTRICT**

**INTENT TO APPLY FOR GRANT FUNDING**

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

Date: 3-28-2022 Contact Person: Heather Sieh

Group Applying: Huron Middle School Counseling Office

Name of Grant/Award: United Way Heartland Region 2023

Name of Funder: United Way Contact Person: Jen Bragg

Amount to be Requested: \$1500<sup>00</sup> Funder's Submission Due Date: 5-13-2022

Project Focus: To help our students be able to attend the Bring Your A Game classes offered through Cornerstone Career Learning Center. This will be a new resource for at risk youth at the Middle School level.

How awarded amount received?  Full amount up front  Reimbursement

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

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

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

Please note:

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

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

Signature: [Signature] Date: 3/28/22  
 Building/Department Administrator

Signature: [Signature] Date: 3/28/22  
 Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: [Signature] Date: 3-29-22  
 Kelly Christopherson, Business Manager

Presented to School Board: \_\_\_\_\_



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

**SCHOOL DISTRICT**

**INTENT TO APPLY FOR GRANT FUNDING**

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

Date: 04/4/22 Contact Person: Laura Willemsen, Lyndi Hudson, or Kari Hinker

Group Applying: Washington 4-5 Center and Huron Middle School

Name of Grant/Award: United Way Heartland Region Grant

Name of Funder: United Way Contact Person Jen Bragg

Amount to be Requested: 6000 Funder's Submission Due Date: May 14, 2022

Project Focus: Afterschool Transportation (ICU and afterschool student interest clubs)

How awarded amount received?  Full amount up front  Reimbursement

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

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

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

Please note:

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

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

Signature: Laura Willemsen 04/04/2022  
Building/Department Administrator Date

Signature: Linda J Pietz 04/4/22  
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 4-5-22  
Kelly Christopherson, Business Manager Date

Presented to School Board: \_\_\_\_\_



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

**SCHOOL DISTRICT**

**INTENT TO APPLY FOR GRANT FUNDING**

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

Date: 3/31/2022 Contact Person: Kari Hinker

Group Applying: Washington 4-5 Center

Name of Grant/Award: Huron Community Foundation

Name of Funder: WINGS Contact Person Dawn Mutchelknaus

Amount to be Requested: 2600 Funder's Submission Due Date: 3/31/2022

Project Focus: Field Trips

How awarded amount received?  Full amount up front  Reimbursement

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

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

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

Please note:

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

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

Signature: Kari Hinker 3/1/22  
Building/Department Administrator /Date

Signature: Linda J Pietz 4/4/22  
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 4-5-22  
Kelly Christopherson, Business Manager Date

Presented to School Board: \_\_\_\_\_



Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
<b>Instructional</b>						
Buchanan (K-1)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Huron Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Madison (2-3)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Washington (4-5)	Instructional Equipment/Furniture	10,000	10,000	10,000	10,000	10,000
Riverside Colony	Instructional Equipment/Furniture	2,500	2,500	2,500	2,500	2,500
Elementary	Textbooks	150,000	150,000	150,000	150,000	150,000
Middle School (6-8)	Instructional Equipment/Furniture	15,000	15,000	15,000	15,000	15,000
Middle School	Textbooks	75,000	75,000	75,000	75,000	75,000
High School (9-12)	Instructional Equipment/Furniture	23,000	23,000	23,000	23,000	23,000
High School	Textbooks	100,000	100,000	100,000	100,000	100,000
CTE	Instructional Equipment/Furniture	8,000	8,000	8,000	8,000	8,000
Special Services	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Our Home	Instructional Equipment/Furniture	2,000	2,000	2,000	2,000	2,000
Library	Elementary Library Books	33,000	33,000	33,000	33,000	33,000
Library	Middle School Library Books	15,000	15,000	15,000	15,000	15,000
Library	High School Library Books	20,000	20,000	20,000	20,000	20,000
Library	Equipment	10,000	10,000	10,000	10,000	10,000
District	Furniture	100,000	100,000	100,000	100,000	100,000
<b>Total Instructional</b>		<b>588,000</b>	<b>588,000</b>	<b>588,000</b>	<b>588,000</b>	<b>588,000</b>
<b>Technology</b>						
District	Technology - Software Licenses	25,000	25,000	25,000	25,000	25,000
District	Technology - Hardware	50,000	50,000	50,000	50,000	50,000
Elementary	Technology - Hardware	60,000	60,000	60,000	462,000	60,000
Middle School	Technology - Hardware	30,000	30,000	30,000	225,000	30,000
High School	Technology - Hardware	40,000	40,000	40,000	49,000	40,000
High School	Student Technology - Hardware	-	-	425,000	-	-
High School	Student Technology - Apps	6,000	6,000	6,000	6,000	6,000
<b>Total Technology</b>		<b>211,000</b>	<b>211,000</b>	<b>636,000</b>	<b>817,000</b>	<b>211,000</b>
<b>Support Services</b>						
School Board	Equipment - TV Studio and Broadcasts	20,000	20,000	20,000	20,000	20,000
Supt's Office	Equipment	3,000	3,000	3,000	3,000	3,000
Arena Mgr.	Equipment	7,000	7,000	7,000	7,000	7,000
BSL Office	Equipment	2,000	2,000	2,000	2,000	2,000
Fiscal Services	Equipment	7,000	7,000	7,000	7,000	7,000
Copiers	Equipment	35,000	35,000	35,000	35,000	35,000
Trans. Director	Equipment	2,000	2,000	2,000	2,000	2,000
Bldg and Grounds Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Curriculum Dir.	Equipment	2,000	2,000	2,000	2,000	2,000
Transportation	Buses and Fleet Vehicles	220,000	220,000	220,000	220,000	220,000
Transportation	Software Licenses	6,000	6,000	6,000	6,000	6,000
Food Service	Equipment	25,000	25,000	25,000	25,000	25,000
District Wide	Combined Co-Curr. Activities Equipment	25,000	25,000	25,000	25,000	25,000
High School	Band Uniforms	130,000				
District Wide	Music Equipment	25,000	25,000	25,000	25,000	25,000
<b>Total Support Services</b>		<b>511,000</b>	<b>381,000</b>	<b>381,000</b>	<b>381,000</b>	<b>381,000</b>
<b>Building Improvements</b>						
District Wide	Undesignated Building Repairs	225,000	225,000	350,000	350,000	350,000
District Wide	Roof Repairs	30,000	30,000	30,000	30,000	30,000
District Wide	Maintenance Equipment - Custodians	30,000	30,000	30,000	30,000	30,000
District Wide	Maintenance Agreements - Honeywell	45,000	45,000	45,000	45,000	45,000
McKinley	Cameras and Doors	90,000				
Middle School	Heating System Flush	70,000				
Arena	Power the Bleachers	80,000				
Arena	Scoreboards		500,000			
<b>Total Buildings</b>		<b>570,000</b>	<b>830,000</b>	<b>455,000</b>	<b>455,000</b>	<b>455,000</b>
<b>Ground Improvements</b>						
District Wide	Maintenance Equipment - Grounds	75,000	75,000	75,000	75,000	75,000
District Wide	Seal Coat Parking Lots	10,000	50,000	50,000	50,000	50,000
District Wide	Pavement Repairs	70,000	70,000	70,000	70,000	70,000
District Wide	Undesignated Grounds Repairs	50,000	50,000	50,000	50,000	50,000
District Wide	Track Re-surfacing	200,000				
District Wide	Parking Lot Overlay	90,000	100,000			
District Wide	Playground Equipment	100,000	100,000	100,000		
<b>Total Grounds</b>		<b>595,000</b>	<b>445,000</b>	<b>345,000</b>	<b>245,000</b>	<b>245,000</b>
<b>Construction</b>						
District Wide	ESSER III Projects	3,400,000				
<b>Total Construction</b>		<b>3,400,000</b>				

Huron School District 2-2

Proposed 5-Year Capital Outlay Plan

Location	Description	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
<b>Debt Service</b>						
District Wide	Debt Service - Fiscal Agent Fees	1,000	1,000	1,000	1,000	1,000
Madison Phase 1 / CTE	Debt Service - Principal	190,000	180,000	185,000	190,000	190,000
Madison Phase 1 / CTE	Debt Service - Interest	51,000	47,000	42,000	38,000	33,000
REED Fund	Debt Service - Principal	30,000	30,000			
State Energy Loan	Debt Service - Principal	150,000	150,000	150,000	150,000	
2019 Facilities	Debt Service - Principal	285,000	295,000	300,000	310,000	315,000
2019 Facilities	Debt Service - Interest	180,000	171,000	165,000	158,000	144,000
Tiger Stadium	Debt Service - Principal	600,000	615,000	635,000	670,000	
Tiger Stadium	Debt Service - Interest	77,000	62,000	41,000	18,000	
	<b>Total Debt Service</b>	<b>1,564,000</b>	<b>1,551,000</b>	<b>1,519,000</b>	<b>1,535,000</b>	<b>683,000</b>
<b>General Fund</b>						
District Wide	Transfer	300,000	300,000	300,000	300,000	300,000
	<b>Total General Fund</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>
	<b>Total Capital Outlay</b>	<b>7,739,000</b>	<b>4,306,000</b>	<b>4,224,000</b>	<b>4,321,000</b>	<b>2,863,000</b>
	<b>Unallocated Amount</b>	<b>(247,000)</b>	<b>(82,000)</b>	<b>127,000</b>	<b>161,000</b>	<b>1,753,000</b>
	<b>Cumulative Unallocated Amount</b>	<b>(247,000)</b>	<b>(329,000)</b>	<b>(202,000)</b>	<b>(41,000)</b>	<b>1,712,000</b>
	<b>Amount Available to Budget</b>	<b>\$7,492,000</b>	<b>\$4,224,000</b>	<b>\$4,351,000</b>	<b>\$4,482,000</b>	<b>\$4,616,000</b>



## 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.



K O C H • H A Z A R D  
A R C H I T E C T S

### TRANSMITTAL

TO: Huron School District 2-2

DATE: 3/22/22

JOB NO: 1849B

150 5<sup>th</sup> Street, SW

ATTN: Kelly Christopherson

Huron, SD 57350

PROJECT: Huron School CTE

NO. OF PAGES INCLUDING COVER:

ENCLOSED ARE THE FOLLOWING ITEMS:

COPIES	DATE	DESCRIPTION
3		Change Order G4

As requested     For Review and Comment     For approval     For your use     Other

**REMARKS:** Please sign all copies, retain one for your records and return two to this office for distribution.

COPY TO \_\_\_\_\_

\_\_\_\_\_

FILE \_\_\_\_\_

SIGNED: Keith Thompson

Received by: \_\_\_\_\_

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE



RECEIVED  
MAR 11 2022  
KYBURZ-CARLSON

**CHANGE ORDER**

**PROJECT:**  
(Name, address)

**Huron School CTE**  
150 5th Street SW  
Huron, South Dakots 57350

Contractor shall sign all copies and return all copies to the Architect. (For additional signatures and distribution.)

**TO:**  
(Contractor)

**Kyburz Carlson Construction**  
729 Circle Drive  
Aberdeen, SD 57401

**ARCHITECTS PROJECT #1849I**

**CONTRACT FOR: General**

**CONTRACT DATE: 3/29/21**

You are directed to make the following changes in this Contract: RFP#12, 13, 15-17

See attached back-up sheets for breakdown of change order items.

**TOTAL NET ADD TO CONTRACT:** 16,238.00

The original Contract Sum was.....	\$2,160,000.00
Net change by previous Change Orders.....	\$248,943.00
The Contract Sum prior to this Change Order was.....	\$2,408,943.00
The Contract Sum will be increased by this Change Order.....	\$16,238.00
The new Contract Sum including this Change Order will be.....	\$2,425,181.00
The Contract Time will be increased by.....	0 days

The Date of Completion as of the date of this Change Order therefore is: 4/15/2022

It is hereby agreed that the provisions of the contract shall not be otherwise changed or affected by the provisions of this change order.

Recommended by:

Accepted by:

Approved by:

Koch Hazard Architects

Kyburz-Carlson Construction

Huron School District 2-2

431 N. Phillips Avenue, Suite 200

729 Circle Drive

150 5th Street SW

Sioux Falls, SD 57104

Aberdeen, SD 57401

Huron, SD 57350

By:   
Keith Thompson, AIA

By:   
Jennifer Law, President

By:

Date 3/3/22

Date 3/14/2022

Date

DATE OF ISSUANCE: 3/3/22

CHANGE ORDER NO. G-4

*nk*



KOCH • HAZARD  
ARCHITECTS

**REQUEST FOR PROPOSAL (RFP)**

RFP # 12

DATE: 11-12-2021

TO: Kyburz-Carlson Construction

PROJECT: **Huron CTE Addition/#1849B**

Owner Requested:  Contractor Requested: \_\_\_\_\_ Unforeseen Conditions \_\_\_\_\_ Design Issue \_\_\_\_\_

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

**PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS**

DESCRIPTION OF WORK:

**SHEET M3.1: FIRST FLOOR PLAN – PLUMBING & HEATING**

1. EXISTING SHOP: Provide credit to omit work associated with the relocation of existing wall hydrant.

ARCHITECT - KOCH HAZARD

Chris Brockevelt, Project Manager



**Date:** November 15, 2021

**Project:** Huron School CTE Addition

**Description:** RFP #12 Omit wall hydrant

<u>Item #</u>	<u>Work Description</u>	<u>Budget Amount</u>	<u>Notes</u>
1	Redlinger Brothers	\$ (470)	see attached
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
	Subtotal	\$ (470)	
	General Liability Insurance	Yes \$ (1)	
	Professional Liability Insurance	Yes \$ (1)	
	Building Permit	N/A \$ -	
	Plan Review Fee	N/A \$ -	
	Builders Risk	Yes \$ (1)	
	Bond	Yes \$ (5)	
	Overhead & Profit	6.00% \$ (29)	
	SD Excise Tax	2.041% \$ (11)	
	<b>Total</b>	<b>\$ (518)</b>	

Please feel free to contact me with any questions or comments.

Sincerely,

KYBURZ CARLSON CONSTRUCTION

Mike Keller, Project Manager



# Redlinger Bros.

PLUMBING & HEATING

PH: 605-886-6955  
Watertown  
Aberdeen

FX: 605-886-5307  
Yankton  
Sioux Falls

Huron CTE

11/15/2021

RFP #12

Material	Price	Quantity	Total
3/4" copper	\$ 4.75	-20	\$ (95.00)
3/4" 90	\$ 2.60	-4	\$ (10.40)
Core	\$ 20.00	-1	\$ (20.00)
Misc/wall brackets	\$ 5.00	-3	\$ (15.00)
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
<b>Subtotal</b>			<b>\$ (140.40)</b>

Labor	Hours	Quantity	Total Hours	Total Cost
Installation			-4	\$ (320.00)
				\$ -
<b>Subtotal</b>			<b>-4</b>	<b>\$ (320.00)</b>

Total Material	\$ (140.40)
Sales Tax	\$ (9.13)
<b>Subtotal</b>	<b>\$ (149.53)</b>
Total Labor	\$ (320.00)
<b>Subtotal</b>	<b>\$ (469.53)</b>
Sub Contractor	\$ -
<b>Subtotal</b>	<b>\$ (469.53)</b>
8% O&P	\$ -
<b>Total</b>	<b>\$ (469.53)</b>

<b>Total Proposal</b>	<b>\$ (470.00)</b>
-----------------------	--------------------

Please call if you have any questions.

Regards,

Jeremy Seeman  
Project Manager  
Redlinger Bros. Plumbing & Heating



KOCH • HAZARD  
ARCHITECTS

**REQUEST FOR PROPOSAL (RFP)**

RFP # 13

DATE: 1-26-2022

TO: Kyburz-Carlson Construction

PROJECT: Huron CTE Addition/#1849B

Owner Requested: \_\_\_\_\_ Contractor Requested: \_\_\_\_\_ Unforeseen Conditions  Design Issue \_\_\_\_\_

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

**PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS**

DESCRIPTION OF WORK:

Due to delays, the overhead doors will not be arriving as scheduled. Therefore, the door openings must be sealed off from the elements to be able to continue working inside.

1. Provide 2x6 framing for 3 openings.
2. Secure poly to the framing with lath.

ARCHITECT - KOCH HAZARD

Chris Brockvelt, Project Manager



**Date:** January 25, 2022

**Project:** Huron School CTE Addition

**Description:** Due to the COVID-19 pandemic and supply chain disruptions, the delivery of the sectional overhead doors has been delayed to an estimated ship date of March 2, 2022. Please see the attached letter from Overhead Door Co. In order to continue with the Work to avoid further delay to the completion of the project, temporary enclosures will be needed in the sectional overhead door openings. These enclosures will allow us to maintain the temperature above freezing for temperature sensitive work to be completed, such as fire taping & fire caulking of the 2-hour wall, and painting of the exposed building structure.

<u>Item #</u>	<u>Work Description</u>	<u>Budget Amount</u>	<u>Notes</u>
1	Kyburz-Carlson - Temporary Enclosures	\$ 10,201	
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
	Subtotal	\$ 10,201	
	General Liability Insurance	Yes \$ 15	
	Professional Liability Insurance	Yes \$ 11	
	Building Permit	N/A \$ -	
	Plan Review Fee	N/A \$ -	
	Builders Risk	Yes \$ 9	
	Bond	Yes \$ 88	
	Overhead & Profit	0.00% \$ -	See backup page
	SD Excise Tax	2.041% \$ 211	
	<b>Total</b>	<b>\$ 10,535</b>	

Please feel free to contact me with any questions or comments.

Sincerely,

KYBURZ CARLSON CONSTRUCTION

Mike Keller, Project Manager



**Kyburz-Carlson - Temporary Enclosures**

Work Items	Quantity	Units	Sub-Contractor	Sub-Contractor Price	Material Unit Price	Materials	Equipment Unit Price	Equipment	Labor Unit Price	Labor	
				\$ -		\$ -		\$ -	.0000001	\$ -	
2x6 plates & studs	1,084	LF		\$ -	\$2.78	\$ 3,009	\$0.16	\$ 176	\$1.20	\$ 1,299	
Reinforced poly	1,610	SF		\$ -	\$0.22	\$ 352	\$0.02	\$ 31	\$0.14	\$ 223	
Lath	1,100	LF		\$ -	\$0.13	\$ 138	\$0.11	\$ 119	\$0.80	\$ 879	
Fasteners	1	LS		\$ -	\$245.00	\$ 245		\$ -	\$0.00	\$ -	
Removal	1,610	SF		\$ -		\$ -	\$0.11	\$ 171	\$0.78	\$ 1,259	
Vehicle	1.4	WK		\$ -	\$54.17	\$ 75	\$226.00	\$ 311	\$0.00	\$ -	
Travel	3	Man-Trip		\$ -		\$ -		\$ -	\$54.29	\$ 150	
Hotel	6	EA		\$ -	\$55.00	\$ 455		\$ -	\$0.00	\$ -	
Subsistence	11	EA		\$ -	\$37.56	\$ 425		\$ -	\$0.00	\$ -	
				\$ -		\$ -		\$ -	.0000001	\$ -	
<b>TOTALS</b>				\$ -		\$ 4,699		\$ 808		\$ 3,810	
					Sale Tax 6.5%	\$ 306			Labor Tax (included)	\$ -	
				Subtotal		\$ 5,005		Subtotal		\$ 3,810	
				Fee 0%		\$ -		Fee 0%		\$ -	
				Subcontracts		\$ -		Equipment		\$ 808	
						Materials				Labor	\$ 3,810

SUMMARY	
Subcontracts	\$ -
Small Tools	0% \$ -
Materials	\$ 5,005
Equipment	\$ 808
Labor	\$ 3,810
Subtotal	\$ 9,623
Change Order Fee	6.0% \$ 578
SD Excise Tax	0.0% \$ -
<b>TOTAL</b>	<b>\$ 10,201</b>

**The Genuine. The Original.**



2501 S. State Hwy 121 Bus., Suite 200  
Lewisville, TX 75067  
Phone 469-549-7100  
www.overheaddoor.com

January 25, 2022

**RE: Extended Manufacturing Lead Times**

To Whom It May Concern:

The COVID-19 pandemic, global supply chain disruptions, tight labor markets, and extreme demand for building material products has resulted in significant increases to production costs, manufacturing lead times, and shipping delays. As a result of these unprecedented times, Overhead Door™ and its manufacturing facilities are experiencing material shortages and extended lead times.

As of now, the order is affected as follows:

ODC Watertown  
Kyburz/Huron School CTE  
Order 1557018  
PO# 7132  
Order date: 6/17/21  
Estimated ready-to-ship date 3/2/2022

Please be aware this situation impacts the entire industry and is not unique to Overhead Door™. We apologize for any inconvenience this has caused and appreciate your patience as we work toward successful completion of your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Roberge".

Ray Roberge  
Vice President Customer Care  
Overhead Door™



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ARCHITECTS

**REQUEST FOR PROPOSAL (RFP)**

RFP # 15

DATE: 2-24-2022

TO: Kyburz-Carlson Construction

PROJECT: Huron CTE Addition/#1849B

Owner Requested: X Contractor Requested: \_\_\_\_\_ Unforeseen Conditions \_\_\_\_\_ Design Issue \_\_\_\_\_

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

**PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS**

DESCRIPTION OF WORK:

**SHEET M3.1: FIRST FLOOR PLAN – PLUMBING & HEATING**

1. EXISTING SHOP/SHOP 100:
  - a. Provide ¾" compressed air piping to supply two compressed air drops on the North wall of SHOP 100.
  - b. Tie new piping into existing ¾" piping on North wall of existing building, upstream of existing North wall stations.
  - c. Route north through SHOP 100 as high as possible, approximately 120'0".
  - d. Tee into two ¾" pipes routed East-West. Cap ¾" pipes approximately 20'0" from the center of the North wall.
  - e. Provide two ½" air drop connections 20'0" from the center of the North wall, one in each pipe. Refer to AIR DROP RISER detail on Sheet M1.1 for air drop construction.

ARCHITECT - KOCH HAZARD

Chris Brockvelt, Project Manager



**Date:** March 1, 2022

**Project:** Huron School CTE Addition

**Description:** Add compressed air hookups at north wall of Shop 100 per RFP #15.

<u>Item #</u>	<u>Work Description</u>	<u>Budget Amount</u>	<u>Notes</u>
1	Redlinger Plumbing	\$ 4,030	
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
	Subtotal	\$ 4,030	
	General Liability Insurance	Yes \$ 6	
	Professional Liability Insurance	Yes \$ 5	
	Building Permit	N/A \$ -	
	Plan Review Fee	N/A \$ -	
	Builders Risk	Yes \$ 4	
	Bond	Yes \$ 37	
	Overhead & Profit	6.00% \$ 245	
	SD Excise Tax	2.041% \$ 89	
	<b>Total</b>	<b>\$ 4,416</b>	

Please feel free to contact me with any questions or comments.

Sincerely,

KYBURZ CARLSON CONSTRUCTION

*Mike Keller, Project Manager*

# *Redlinger Bros.*

PLUMBING & HEATING

PH: 605-886-6955

Watertown

Aberdeen

FX: 605-886-5307

Yankton

Sioux Falls

Huron CTE

3/1/2022

Air line

Material	Price	Quantity	Total
3/4 black pipe	\$ 2.80	160	\$ 448.00
1/2 black pipe	\$ 2.00	40	\$ 80.00
3/4 MegaPress 90	\$ 17.00	4	\$ 68.00
1/2 MP 90	\$ 15.00	4	\$ 60.00
3/4x1/2 MP reducer	\$ 17.00	1	\$ 17.00
3/4x1/2 MP tee	\$ 30.00	2	\$ 60.00
3/4 MP coupling	\$ 15.75	4	\$ 63.00
1/2 BM tee	\$ 5.00	2	\$ 10.00
3/4 BM cap	\$ 5.50	2	\$ 11.00
1/2 BM cap	\$ 4.00	2	\$ 8.00
1/2 ball valve	\$ 10.00	2	\$ 20.00
Nipples	\$ 4.00	6	\$ 24.00
Hangers & wall brackets	\$ 36.00	4	\$ 144.00
Core	\$ 50.00	1	\$ 50.00
<b>Subtotal</b>			<b>\$ 1,063.00</b>

Labor	Hours	Quantity	Total Hours	Total Cost
Labor			30	\$ 2,400.00
Truck/travel			1	\$ 200.00
<b>Subtotal</b>			<b>31</b>	<b>\$ 2,600.00</b>

Total Material	\$ 1,063.00
Sales Tax	\$ 69.10
<b>Subtotal</b>	<b>\$ 1,132.10</b>
Total Labor	\$ 2,600.00
<b>Subtotal</b>	<b>\$ 3,732.10</b>
Sub Contractor	\$ -
<b>Subtotal</b>	<b>\$ 3,732.10</b>
8% O/P	\$ 298.57
<b>Total</b>	<b>\$ 4,030.66</b>

<b>Total Proposal</b>	<b>\$ 4,030.00</b>
-----------------------	--------------------

Please call if you have any questions.

Regards,

Jeremy Seeman  
Project Manager  
Redlinger Bros. Plumbing & Heating





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ARCHITECTS

**REQUEST FOR PROPOSAL (RFP)**

RFP # 16

DATE: 2-24-2022

TO: Kyburz-Carlson Construction

PROJECT: Huron CTE Addition/#1849B

Owner Requested: \_\_\_\_\_ Contractor Requested: \_\_\_\_\_ Unforeseen Conditions  Design Issue \_\_\_\_\_

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

**PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS**

DESCRIPTION OF WORK:

- Provide an additional 3 months of access to Submittal Exchange.

ARCHITECT - KOCH HAZARD

Chris Brockvelt, Project Manager



**Date:** February 24, 2022

**Project:** Huron School CTE Addition

**Description:** Submittal Exchange subscription extension due to project time extension due to RFP #10 2-Hour Wall.

<u>Item #</u>	<u>Work Description</u>	<u>Budget Amount</u>	<u>Notes</u>
1	Submittal Exchange Subscription Extension	\$ 1,007	3 month minimum
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
	Subtotal	\$ 1,007	
	General Liability Insurance	Yes \$ 2	
	Professional Liability Insurance	Yes \$ 2	
	Building Permit	N/A \$ -	
	Plan Review Fee	N/A \$ -	
	Builders Risk	Yes \$ 1	
	Bond	Yes \$ 10	
	Overhead & Profit	6.00% \$ 62	
	SD Excise Tax	2.041% \$ 23	
	<b>Total</b>	<b>\$ 1,107</b>	

Please feel free to contact me with any questions or comments.

Sincerely,

KYBURZ CARLSON CONSTRUCTION

*Mike Keller, Project Manager*

**ORACLE**

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065  
United States

**INVOICE**

Federal Tax ID: 94-2805249

INVOICE NUMBER	8623806
INVOICE DATE	08-Apr-2021
YOUR P.O. NUMBER	POEF1 - Accepted Online
PAYMENT TERMS	30 NET
DUE DATE	08-May-2021
CUSTOMER REF	

**BILL TO :**

Kyburz-Carlson  
Mike Keller  
729 Circle Drive  
Aberdeen, SD 57401  
United States

**PAYMENT INSTRUCTIONS:**

REFERENCE	8623806	ON YOUR REMITTANCE
MAIL CHECKS TO:	Oracle America, Inc. P.O. Box 203448 Dallas TX 75320-3448	
WIRE TRANSFERS TO:	WELLS FARGO BANK ABA 121000248 ACCT 4522-020841	

**SHIP TO :**

Kyburz-Carlson  
Mike Keller  
729 Circle Drive  
Aberdeen, SD 57401  
United States

FOR BILLING QUESTIONS, CALL: (888) 803-7414 OR EMAIL: COLLECTIONS\_US@ORACLE.COM

ORACLE SALESPERSON	ORACLE ORDER NUMBER	CUSTOMER CONTACT	END USER
Pfaltzgraff, James (Jim)	15284601	Mike Keller	

ITEM NO.	DESCRIPTION	QTY/ NO. OF USERS	TAX	EXTENDED AMOUNT
1	B88659 : Primavera Submittal Exchange Single Project Cloud Service - Huron Schools CTE Addition - Construction Project Value in Millions : 06-Apr-2021 - 05-Apr-2022 Quantity : 3	1	Y	3,780.00

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	TOTAL(USD)
	3,780.00	245.70	4,025.70
	Less Payments		0.00
	Credits/Adjustments		0.00
	Outstanding Balance as of 10-Apr-2021		4,025.70

\$4025.70 / 12 mo = \$335.48 /mo  
\$335.48 x 3 mo minimum extension = \$1,006.44

**ORDERING DOCUMENT**

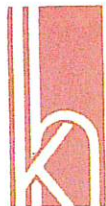
Oracle America, Inc.  
 500 Oracle Parkway  
 Redwood Shores, CA  
 94065

<b>Name</b>	Kyburz-Carlson	<b>Contact</b>	Mike Keller
<b>Address</b>	729 Circle Drive Aberdeen SD 57401	<b>Phone Number</b>	805 225-6161
		<b>Email Address</b>	mkeller@kyburzcarlson.com

**New Subscription**

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B88859 - Primavera Submittal Exchange Single Project Cloud Service - Huron Schools CTE Addition - Construction Project Value In Millions	NORTH AMERICA	3	12 mo	105.00	3,780.00
<b>Subtotal</b>					<b>3,780.00</b>

Fee Description	Net Fee
Cloud Services Fees	3,780.00
<b>Net Fees</b>	<b>3,780.00</b>
Tax	245.70
<b>Total Fees</b>	<b>4,025.70</b>



K O C H • H A Z A R D  
A R C H I T E C T S

**REQUEST FOR PROPOSAL (RFP)**

RFP # 17

DATE: 2-24-2022

TO: Kyburz-Carlson Construction

PROJECT: **Huron CTE Addition/#1849B**

Owner Requested: \_\_\_\_\_ Contractor Requested:  Unforeseen Conditions \_\_\_\_\_ Design Issue \_\_\_\_\_

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

**PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS**

DESCRIPTION OF WORK:

1. Provide GFCI protection to floor box receptacles. Please include:
  - a. 20A 2 Pole Eaton GFI Breaker
  - b. GFI receptacle 20A-125V
  - c. CS Duplex outlet 20A 125V

ARCHITECT - KOCH HAZARD

Chris Brockvelt, Project Manager



**Date:** February 24, 2022

**Project:** Huron School CTE Addition

**Description:** GFCI protection for floor box receptacles. Code requires a GFCI breaker and GFCI outlet. Plans do not indicate GFCI for this circuit breaker or outlet.

<u>Item #</u>	<u>Work Description</u>	<u>Budget Amount</u>	<u>Notes</u>
1	Muth Electric - GFCI breaker & outlet	\$ 636	
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
	Subtotal	\$ 636	
	General Liability Insurance	Yes \$ 1	
	Professional Liability Insurance	Yes \$ 1	
	Building Permit	N/A \$ -	
	Plan Review Fee	N/A \$ -	
	Builders Risk	Yes \$ 1	
	Bond	Yes \$ 6	
	Overhead & Profit	6.00% \$ 39	
	SD Excise Tax	2.041% \$ 14	
	<b>Total</b>	<b>\$ 698</b>	

Please feel free to contact me with any questions or comments.

Sincerely,

KYBURZ CARLSON CONSTRUCTION

Mike Keller, Project Manager



# Muth Electric Inc.



307 Dakota Avenue North • Huron, SD 57350  
PHONE (605) 352-8579 • FAX (605) 352-0939  
www.muthelectric.com

February 22, 2022

Kyburz-Carlson Construction Co.  
729 Circle Drive  
Aberdeen, SD 57401

Attn: Mike Keller

RE: Huron HS CTE  
Huron, SD  
Muth Job# 5351

Provide GFCI protection to Floor box receptacles  
Muth CO# 01

Dear Mike,

Muth Electric, Inc. would like to propose the following change order pricing for provide GFCI protection to floor box receptacles. The total cost of the change order request is ~~\$648.86~~ **\$635.89**

If you have any questions regarding the pricing of this change order, please call me at (605) 352.8579. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely,  
Muth Electric, Inc.

Ryan Block  
Project Manager  
Change Order  
LW

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

"Professional Answers For All Your Electrical Needs"

Corporate (605) 996-3983	Mitchell, SD (605) 986-7300	Sioux Falls, SD (605) 338-8588	Rapid City, SD (605) 341-3554	Watertown, SD (605) 882-2600	Aberdeen, SD (605) 226-8424	Brookings, SD (605) 692-0800	Omaha, NE (402) 551-7780	Columbus, NE (402) 942-9003
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# Muth Electric, Inc.

## Bid Summary Sheet

Estimate #: 52556 Location: Huron

Muth Job Number: 5351

Customer: Kyburz Carlson

Address

Description: Provide GFCI protection for Floor box outlets

Estimated By: RB

Checked By:

Estimate Date: 2/22/2022

Revision Date:

Submission Date

Change Order Status

Approved

Proposed

GC C/O #

Approval Date

Executed

Void

Muth C/O #:

Coordination Time	Hours
Superintendent Time:	0.00
Travel Time:	0.00
Miscellaneous Time:	0.00
<b>Total (A)</b>	<b>0.00</b>

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$473.99	0.72
Misc Material and Labor: 3.00 %	\$14.22	0.02
Coordination Time		0.00
<b>TOTAL MATERIAL (C) AND LABOR (D)</b>	<b>\$488.21</b>	<b>0.74</b>
0.74 Regular Labor Hours @ \$55.00		\$40.79

Job Expense		
Tools, Scaffolds - 10 % of Labor Total		\$5.51
Safety- 6 % of Labor Total		\$3.30
Clean Up - 4 % of Labor Total		\$2.20
Warranty - 3 % of Labor Total		\$1.65
Temporary Power		\$0.00
Cutting, Patching, Painting		\$0.00
Misc. Equipment Used		\$0.56
Use/Sales Tax 6.50 %		\$31.73
Inspection and Permit Fees		\$0.00
Field Incentive \$0.75 per hour		\$0.56
Material Storage		\$0.00
Freight		\$0.00
Mileage 0 Miles @ \$0.75 per Mile		\$0.00
Muth Equipment (Trench/Plow/Bhoe)		\$0.00
Equipment/Tools - Rental		\$0.00
Muth Equipment 0 Units x \$0.00 Rate		\$0.00
Muth Equipment #2 0 Units x \$0.00 Rate		\$0.00
Meals/ Lodging		\$0.00
<b>Total Job Expenses (B)</b>		<b>\$45.51</b>

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$14.28
<b>Labor Total</b>		<b>\$55.07</b>
Subcontracts		\$0.00
Job Expense (B)		\$45.51
Material Cost		\$488.21
<b>Total Direct Cost</b>		<b>\$588.79</b>
Overhead 8 %		\$47.10
<b>Sub Total</b>		<b>\$635.89</b>
Profit 0 %		\$0.00
<b>Sub Total</b>		<b>\$635.89</b>
SD Contractors Excise Tax 2.04 %		<del>\$12.97</del>
<b>Sub Total</b>		<del>\$648.86</del>
Performance Bond		\$0.00
<b>Total</b>		<del>\$648.86</del>

### SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
NONE	0	0	\$0.00
			\$0.00



# Muth Electric - Estimate Detail Report

Muth Job Number: 5351

Estimate#: 52556 Estimated By: RB

Customer: Kyburz Carlson

Job Desc: Provide GFCI protection for Floor box outlets

Location: Huron

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
	20A 2POLE EATON GFI BREAKER	1	460	\$460.00	0.2470	0.25
GFI20A	GFI RECEP 20A-125V STD	1	13.02	\$13.02	0.2470	0.25
CR20	CS DUPLEX OUTLET 20A 125V IV	1	0.97	\$0.97	0.2250	0.22
Totals				\$473.99		0.72

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

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

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2022, to 12 midnight CST, June 30, 2023. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$90,961.

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

Done this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_, South Dakota.

\_\_\_\_\_  
School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School District School Board in open session at a regularly-called meeting on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Business Manager

ASSOCIATED SCHOOL BOARDS  
PROTECTIVE TRUST  
WORKERS' COMPENSATION FUND  
PARTICIPATION AGREEMENT

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

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

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

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I  
DEFINITIONS

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

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

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

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

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

## SECTION II COVERAGE

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

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

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

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

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

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

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

### SECTION III TRUST OBLIGATIONS

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

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

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

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



- 3.46. Determining and recommending to the Fund's Board, the distribution of excess reserves, if any, to MEMBERS, based upon performance of the Fund.
- 3.47. Providing billing, collection, and auditing of contributions to the TRUST by MEMBERS.
- 3.48. Retaining and authorizing outside legal and financial assistance and services.
- 3.49. Costs for administrative services provided to MEMBERS will be based upon a percentage of contribution earned and to include local agent fees, if any, and will be charged to the loss fund in an amount not to exceed ten percent (10%) per coverage year.

#### SECTION IV MISCELLANEOUS

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

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

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

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

SECTION V  
WRITTEN NOTICE AND TERMINATION

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

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

SECTION VI  
ENTIRE AGREEMENT

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

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

SECTION VII  
MEMBERS OBLIGATIONS

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

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

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

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

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

7.5. The MEMBERS shall cooperate with the TRUST and the assigned attorneys and, upon request, shall attend hearings and trials and shall assist in effectuating and implementing settlements, securing and giving evidence, providing documents, gaining the attendance of witnesses, and otherwise fully cooperate in the conduct of hearings or proceedings. The MEMBER shall not, except at its own cost which shall not be reimbursed by the TRUST, voluntarily make any payment, assume any obligation, or incur any expense other than for immediate emergency medical services, unless such expenditure shall have been preapproved by the TRUST, the assigned attorney, or the Claims Administrator.

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

7.7. The MEMBER does hereby appoint the Trust Administrator as agent to act on the MEMBERS behalf to file reports, confess judgment, or to arrange for payment of claims,

medical expenses, and other costs and to do all things required or necessary insofar as they affect the MEMBERS liability, subject to Section 2.2 herein. The MEMBER hereby appoints the attorney designated by the Executive Director of the ASBSD or his designee to represent the MEMBER in any proceeding for which a defense or prosecution is undertaken.

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

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

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

## SECTION VIII MAXIMUM COVERAGE LIMITATIONS

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

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

## SECTION IX CONTRIBUTION AND TERM OF COVERAGE

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

specifically identified in said Adoption and Renewal Motion. Coverage shall be deemed continuing unless terminated as provided herein.

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

Huron School District

---

School Superintendent

Date

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

---

Business Manager

Date



**SCHOOL DISTRICT**  
Business Office

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

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Date: March 30, 2022

To: School Board Members  
Kraig Steinhoff, Superintendent

From: Kelly Christopherson 

RE: Health Insurance

The District's Health Insurance Committee received the renewal information on March 23, 2022 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2022-2023. The District also currently purchases property, liability, and worker's compensation insurance from the ASBSD Protective Trust.

The committee's recommendation is to accept the renewal offer from the ASBSD Protective Trust. The renewal is a 2% increase on our current rates.

Single coverage is \$741; Employee + 1 coverage is \$1480; Employee and dependents coverage is \$1339; and Family coverage is \$1849.

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

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

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the South Dakota School District Benefits Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2022 to 12 midnight CST, June 30, 2023. The contribution required for such coverage is as set forth in the attached EXHIBIT A renewal letter and by this reference incorporated herein.

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

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

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ South Dakota.

\_\_\_\_\_  
School Board President

I hereby certify that the foregoing Motion was adopted by the Huron School District School Board in open session at a regularly-called meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Business Manager



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

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

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

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

NOW THEREFORE BE IT AGREED AS FOLLOWS:

SECTION I  
DEFINITIONS

- 1.1. ASBSD -- Associated School Boards of South Dakota.
- 1.2. ASB Protective Trust -- An unincorporated assessable association operating under the laws of the State of South Dakota to provide health, property, worker's compensation, and liability coverage for school districts and public agencies which have elected to participate in a pool arrangement and their employees in South Dakota (hereinafter referred to as "TRUST").
- 1.3. Benefit Fund -- The South Dakota School District Benefits Fund, as well as its Claims Supervisor or other designated entity.
- 1.4. Claims Supervisor -- Wellmark BCBS of SD, 1601 W Madison Street, Sioux Falls, SD 57104, Phone 1-800-831-4818.
- 1.5. Covered Employee -- An eligible employee, defined as an "eligible member" in the "SUMMARY PLAN DESCRIPTION," who has completed the enrollment form, whose name and social security number has been reported to the Trust Administrator, and for whom the contribution has been made.
- 1.6. Coverage Period -- The term of this Agreement is one year. Coverage shall be on a monthly basis. Coverage shall be deemed continuing unless terminated as provided herein or when the EMPLOYER fails to make timely monthly contributions.
- 1.7. Date of Termination -- A date not less than ninety (90) days from receipt of notice of termination by the Trust Administrator.

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

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

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

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

## SECTION II OBLIGATION OF PARTICIPATING EMPLOYER

2.1. **Contribution.** Each participating EMPLOYER shall be responsible for prompt and timely payment of the applicable contribution. The contribution, which includes the employer and employee portions, shall be paid **monthly** by the EMPLOYER. The amount of contribution required is as set forth in the Adoption and Renewal Motion, attached hereto, and incorporated herein by this reference, upon approval by the MEMBER'S governing board. Contribution amounts are calculated on an annual basis or such shorter period as may be agreed upon. **The District's contributions are due on the first of each month and is delinquent after the fifth day. Delinquent accounts will accrue interest and penalties.**

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

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

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

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

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

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

### SECTION III OBLIGATIONS OF THE BENEFIT FUND

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

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

SECTION IV  
TRUST OBLIGATIONS

4.1 **Management and Administration.** The Trust shall manage and administer the TRUST. The management and administration of the Trust shall be performed by the Trust or its designee upon the direction and advice of the Trust Board

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

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

(13) Securing insurance coverage, excess insurance coverage, reinsurance, stop loss agreements, endorsements, and other indemnification agreements, both as to specific individual claims and aggregate claims as determined by the Trust Board, and determining the amount of retention for claims, if any, in each area of coverage by the TRUST.

(14) Developing programs for TRUST expansion.

(15) Determining proposed distributions to MEMBERS of excess reserves, proposed payment of assessments, if any, based upon the Fund's performance or such criteria in accordance to the ASB Protective Trust By-Laws.

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

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

(18) Entering into an Administrative Services Agreement with a third party delegating the responsibilities and authorities of management of the Trust Obligations upon the approval and advice of the Trust Board

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

## SECTION V TERM OF AGREEMENT

5.1. **Termination.** This Agreement can be terminated by mutual agreement in writing at any time. Failure of the participating EMPLOYER, or an employee under continuing COBRA coverage, to timely pay the contribution **terminates the coverage as of the last day for which the full premium was paid or voids the coverage ab initio (from the beginning) if the premium was never paid.**

5.2. **Coverage Commencement.** Notwithstanding any other coverage or benefit year identified in any coverage plan document, coverage under this Participation Agreement will commence on the day indicated in the adoption and renewal motion as prepared by the Fund, contingent upon receipt by the Benefit Fund of the timely payment of each monthly contribution from the MEMBER. In the event the due date of any contribution falls on a weekend or holiday, the contribution must be received by the following business day.

5.3 **Renewal and Notice of Termination.** Coverage under this Participation Agreement shall continue for another year term unless a MEMBER provides board approved written notice of its intention not to renew coverage for a subsequent coverage year **no later than April 30<sup>th</sup>** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

5.4 **Non-Timely Notice of Termination.** In the event that the participating MEMBER fails to provide notice in accordance with Section 5.3 herein of its intention not to renew coverage, payment of three (3) months Earned Contribution will be required. The three (3) months of

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

5.5. **Early Termination.** In the event a MEMBER seeks to withdraw prior to the end of the coverage year it shall provide a ninety (90) day board approved written notice of termination and payment of three (3) months Earned Contribution will be required. The three (3) months of Earned Contribution will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 prior to when the absence of timely notice was received by the Trust Administrator. That highest monthly amount will be multiplied by three (3) to equal the amount due by the MEMBER prior to termination. Payment is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. The finance charge will be compounded for each additional month the balance is outstanding past the 60 days. Early termination of coverage does not relieve the MEMBER of any outstanding assessments and other participation termination requirements outline in this participation agreement or by-laws. Early termination shall constitute abandonment of the MEMBER'S right to any future distribution of excess reserves. See Appendix A for example.

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

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

See Appendix B for example.

(2.) If the ending audited Net Position of the FUND at the conclusion of the fiscal year ending in this agreement is equal to or greater than twelve percent (12%) of Total

Earned Contribution the MEMBER will be responsible for one (1) month of Earned Contribution to be fully terminated from the FUND. The one (1) month of Earned Contribution due will be calculated by using the highest one (1) month of Earned Contribution dating back to the preceding July 1 multiplied by one (1).

**See Appendix C for example.**

Payment, in accordance with the provisions in Sections 5.6.1. and 5.6.2, is due within sixty (60) days of receiving an invoice from the Trust Administrator and a ten percent (10%) monthly finance charge will be applied to the balance due if payment is not received in that timeframe. After sixty (60) days, the finance charge will be compounded for each additional month the balance is outstanding past the 60 days.

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

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

Huron School District

\_\_\_\_\_  
School Superintendent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

## Appendix A

School District A example for Sections 5.4 & 5.5 (early termination or non-timely notice of non-renewal and if Net Position is less than 12% of Total Earned Contribution

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Sections 5.4 & 5.5 example:

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



## Appendix B

School District A example for Section 5.6.1(termination with Net Position less than 12% of Total Earned Contribution with timely notice of non-renewal)

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

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

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

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

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

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

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

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

Total Termination Contribution amounts for Section 5.6.1 example:

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

## Appendix C

School District A example for Section 5.6.2 (termination with Net Position greater than 12% of the Total Earned Contribution).

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

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

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

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

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

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

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

**Not Applicable**

Total Termination Contribution amounts for Section 5.6.2 example:

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



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

## **SCHOOL BOARD RESOLUTION**

### **Authorizing Membership in the South Dakota High School Activities Association**

By resolution, the School Board of:

\_\_\_\_\_ HURON SCHOOL DISTRICT #2-2 \_\_\_\_\_

(Name of School District or School)

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

\_\_\_\_\_ HURON HIGH SCHOOL \_\_\_\_\_

\_\_\_\_\_

This is to be for the period which begins July 1, 2022 and ends on June, 30, 2023 with the supervision, control, and regulation of any and all high school interscholastic activities being delegated to said Association.

In addition, the above-mentioned School Board has ratified the Constitution, By-Laws, and rules of the South Dakota High School Activities Association as of July 1, 2022 and agrees to conduct its activities programs within the framework of these instruments.

\_\_\_\_\_ APRIL 11, 2022 \_\_\_\_\_

Date of Resolution

\_\_\_\_\_ President of Board \_\_\_\_\_

GARRET BISCHOFF

\_\_\_\_\_ Superintendent of Schools \_\_\_\_\_

KRAIG STEINHOFF

**Due By:**

**July 15, 2022**