

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
Tuesday, April 11, 2023
5:30 p.m.



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

April 11	School Board Election – Voting will be at the Huron Event Center
April 24	Board of Education Meeting – 5:30pm – IPC
May 3	Early Release
May 8	Board of Education Meeting - 5:30pm – IPC
May 10	Employee Recognition Banquet @Huron Event Center
May 17	Baccalaureate – 8:00pm – Huron Arena
May 21	Graduation – 2:00pm – Huron Arena
May 22	Board of Education Meeting – 5:30pm – IPC
June 1	Last Day of School
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. **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.
9. **CONSENT AGENDA**

The superintendent recommends approval of the following:

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

Classified personnel, substitute teachers, classroom aides, Board Members, and volunteers must be approved in order to be covered by our workmen's compensation plan.

 - 1) Amanda DeJong/MS Play Director-50% - \$948 per year
 - 2) Kristi Winegar/MS Play Director-50% - \$948 per year
 - 3) Emily Farrell/Food Service-Lunch Cashier, Clean Up-HS/\$18.56 per hour
 - 4) Benjamin Halbkat/Summer Help, Buildings & Grounds/\$16.66 per hour
 - 5) Moses Aduato/Summer Help, Buildings & Grounds/\$16.66 per hour
 - 6) Karissa Schroder/7th gr Volleyball Coach/\$3,792 per year
 - 7) Whitney McDonald/Volunteer/Competitive Cheer

e) **Resignations for Board Approval**

- 1) Dianne Tapken/Administrative Assistant-ESL Office/12 years (Sept 2023)
- 2) Dee Tun/School Nutrition-MS Assistant Cook & Summer Baker/4 years
- 3) Michael Postma/MS Wrestling Coach/27 years

f) **Contracts for Board Approval**

- 1) Taylor Kevan/Social Worker-MS/\$54,292 per year
- 2)

g) **Request for Approval of Open Enrollment Request**

The administration has received open enrollment request #OE-2023-01 for Board Approval

h) **Advertising Agreement Renewal – Huron Arena:**

Huron Regional Medical Center – 2023, 2024

i) **Advertising Agreement Renewal – Tiger Stadium:**

Huron Regional Medical Center – 2023, 2024

j) **Permission to Bid for the Student Built House for 2023-2024**

(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.

10. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- **Reilyn Zavesky (12 gr) for being selected to the 2nd Team All State in AA Boys Basketball**
- **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 for Spring Season:**

All State Show Choir	Boys and Girls Track
All State Band	Large Group Chorus
Vocal Solo/Ensemble	Large Group Band
Band Solo/Ensemble	Yearbook
Orchestra Solo/Ensemble	Newspaper
Boys Tennis	All State Jazz Band
Girls Golf	Student Council
- **The following students for placing in various categories at the State HOSA Competition: Erianna DeVries (10 gr), Win Ni (10 gr), Paw Kler Moo (10 gr), Josie Ptak (10 gr), Paw Kyi (9 gr), Dah Christ Moo (11 gr), Mackenzie Hershman (10 gr), Day Lu Paw (10 gr), Hser Da Say (10 gr), Adisyn Zavesky (9 gr), Paw Kyi (9 gr), Brianna Cronin (9 gr)**

Thank You to:

- **Western Area Power Administration for the donation of pens, pencils & lead refills to the High School**
-

11. **REPORTS TO THE BOARD:**

- a) **Business Manager's Report**
- b) **Superintendent's Report**
- c) **National School Board Association Convention Report– President Bischoff**

12. **OLD BUSINESS**

- a) **Policy BE – Organization of the Board of Education –2nd Reading**

13. NEW BUSINESS

- a) ASBSD Worker's Compensation Fund Renewal for 2023-2024
- b) ASBSD Health Fund Renewal for 2023-2024
- c) South Dakota High School Activities Association ~ School Board Resolution Authorizing Membership in the South Dakota High School Activities Association
- d) JLG Facilities Study
- e) Huron School District Certified Staff Recruitment Incentive Recipients: Jamie Holforty, Sierra Tschetter
- f) Hold Harmless Agreement with James River Rifle League

14. ADJOURNMENT



March 31, 2023

Huron School District Board of Education
Dr. Kraig Steinhoff
Kelly Christopherson
Jolene Konechne

This letter is to inform you of my intention to resign from my position as an administrative assistant in the ESL/Federal Programs office. My last day of working will be September 29, 2023.

I have thoroughly enjoyed and cherished the experience of working for the Huron School District for over 12 years. The ESL teachers and families will always have a special place in my heart. I will truly miss the many friendships that I have made over the years, but it is time to be a full-time Grandma and make our move to Arizona.

Thank you for allowing me this opportunity to be a part of the ESL program.

Sincerely,

A handwritten signature in cursive script that reads 'Dianne Tapken'. The signature is written in dark ink and is positioned above the printed name.

Dianne Tapken

I, Dee Tun, am resigning as of
April 6th, 2023.

A handwritten signature in black ink, appearing to be 'Dee Tun', with a stylized flourish at the end.

Mr. Rotert,

This is my notification to you that I intend to resign from my Middle School Wrestling Coaching position. I have been doing this for 27 years and I feel it is time for me to step away. The wear and tear on knees and hip have become too much for me, especially doing back to back coaching seasons.

It has been so much fun for me to have coached so many awesome young men over the past 27 years. And also getting to be part of the implementation of girls wrestling has been a lot of fun for me as well.

Thank you to the Huron School District and all of the wrestling coaches that I have had the pleasure of working with over these 27 years.

Sincerely,

Michael Postma

Huron Middle School Wrestling Coach



EMPLOYMENT CONTRACT

Huron School District No. 2-2, Huron, South Dakota

03/28/2023

Taylor Kevan

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a **MS Social Worker/Counselor** in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of **\$54,292** for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning **08/07/2023** and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board, and subject to your right to resign upon giving thirty (30) days notice thereof, in writing to said Board within 15 days of issuance of contract.

It is further contracted and agreed that your failure to complete the term of employment prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring May 15 through May 31 for the ensuing year, damages shall be assessed at \$250.00. For breaking a contract June 1 through June 10, damages shall be assessed at \$500.00, for breaking of a contract June 11 through June 20, \$750.00 and for breaking of a contract June 21 through June 30, \$1000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Employees who are not full-time employees of the district shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or

appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

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

Hired 2023-2024 w/MSW and 2 years of teaching experience. Agreeing to this contract includes the following: Professional Service Providers new the District are expected to work an additional 5 days beginning August 7. During this time, the new employee will receive appropriate training in District programs and will have time to become adequately prepared for the new school year.

MSW

Base Contract: \$54,292

***CONTRACT MUST BE SIGNED AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY 04/04/2023

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2

CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

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

Employee Signature	Date
<i>Taylor Kevan</i>	03/29/2023 10:09 am

HURON ARENA ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 24 day of January, 2022, by and among HURON REGIONAL MEDICAL CENTER ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Huron Arena dated December 27, 2018 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

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

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

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2023, and ending on December 31, 2023 Or December 31, 2024.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial MF

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2023: For services rendered January 1, 2023 to December 31, 2023.

Agreement year 2024: For services rendered January 1, 2024 to December 31, 2024.

Please Select Renewal Option:

 Renewing Huron Arena Only for 2023 for \$2,500

 Renewing Tiger Stadium & Huron Arena for 2023 for \$2,250 (Huron Arena) and \$1,350 (Tiger Stadium)

 ✓ Renewing Tiger Stadium for 2023 and 2024 for \$2,125 per year (Huron Arena) and \$1,275 per year (Tiger Stadium)

Huron Arena Payment Schedule for 2023

Payment #1. \$2,125 Payment Due on or Before 7/31/2023

Payment #2. Payment Due on or Before

Payment #3. Payment Due on or Before

Payment #4. Payment Due on or Before

Huron Arena Payment Schedule for 2024

Payment #1. \$2,125 Payment Due on or Before 7/31/2024

Payment #2. Payment Due on or Before

Payment #3. Payment Due on or Before

Payment #4. Payment Due on or Before

**ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE
PAYMENT SCHEDULE.**

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

Advertiser Initial MF

Owner Initial

ADVERTISER: Huron Regional Medical Center

By Mati Felderman
[authorized signature only]

Mati Felderman
[print or type name clearly]

Title Director-Marketing
Dated 2/27/2023

Address: 172 4th Street SE

City, State, Zip: Huron, SD 57350

Phone: 605-353-6573

Fax: 605-353-7391

Email Address: mfelderman@huronregional.org

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 24 day of January 2023, by and among HURON REGIONAL MEDICAL CENTER ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Tiger Stadium dated May 21, 2010 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

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

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

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2023, and ending on December 31, 2023 Or December 31, 2024.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$1,500 (one thousand five hundred dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial MF

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2022-2023: For services rendered January 1, 2023 to December 31, 2023.

Agreement year 2023-2024: For services rendered January 1, 2024 to December 31, 2024.

Please Select Renewal Option:

 Renewing Tiger Stadium Only for 2023 for \$1,500

 Renewing Tiger Stadium & Huron Arena for 2023 for \$2,250 (Huron Arena) and
\$1,350 (Tiger Stadium)

X Renewing Tiger Stadium for 2023 and 2024 for \$2,125 per year (Huron Arena) and
\$1,275 per year (Tiger Stadium)

Tiger Stadium Payment Schedule for 2023

Payment #1. 1,275 Payment Due on or Before 7/31/2023

Payment #2. Payment Due on or Before

Payment #3. Payment Due on or Before

Payment #4. Payment Due on or Before

Tiger Stadium Payment Schedule for 2024

Payment #1. 1,275 Payment Due on or Before 7/31/2024

Payment #2. Payment Due on or Before

Payment #3. Payment Due on or Before

Payment #4. Payment Due on or Before

**ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE
PAYMENT SCHEDULE.**

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

Advertiser Initial MF

Owner Initial

ADVERTISER: Huron Regional Medical Center

By Mati Felderman
[authorized signature only]

Mati Felderman
[print or type name clearly]

Title Director - Marketing
Dated 2/27/2023

Address: 172 4th Street SE

City, State, Zip: Huron, SD 57350

Phone: 605-353-6573

Fax: 605-353-7391

Email Address: mfelderman@huronregional.org

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

	Huron School District #2-2	Code: BE Organization of the Board of Education
	Policies and Regulations	

Organization of the Board of Education

Composition, Terms and Election of School Board Members

The school board shall consist of five (5) members. Each regularly elected member shall serve three (3) years. The annual election date will be the second Tuesday in April (general municipal election). Newly elected members shall take office at the annual organizational meeting which shall be held on the second Monday in July.

Vacancies

A vacancy on the Board shall be filled by the Board, by appointment, at any legal meeting thereof until such vacancy can be filled by election at the next annual election. All elections to fill vacancies shall be for the balance of the unexpired term.

Appointments

At the organizational meeting, the Board of Education shall appoint the following: 1) business manager, for a one-year appointment. 2) school district attorney, and 3) truant officer.

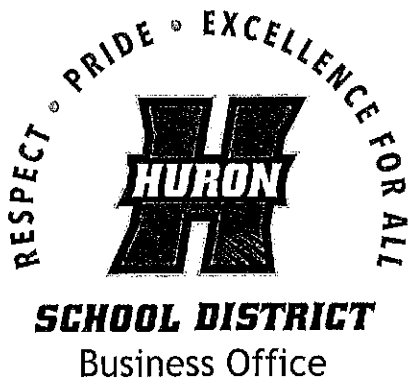
Student Representation

~~Three~~ **One** high school students shall be elected annually, and they shall ~~be encouraged to~~ participate in all Board meetings for a one-year term from July 1 to June 30. ~~Students~~ **The student** shall not attend executive sessions of the Board. The students will be ~~a~~ non-voting members. The high school principal will have the responsibility of formulating specific procedures for conducting student elections and shall coordinate with the superintendent to provide training to ~~those~~ **the** students elected to the Board. One student will be elected from grades 11 and 12. ~~one student will be elected from grades 9 and 10, and one student will be elected at large. If a candidate is not elected from grades 11 and 12 the principal may take nominations from students in grade 10.~~ Students will serve one-year terms and will be eligible to run for re-election.

Organizational Duties

At the organizational meeting, the Board of Education shall also:

- 1) select a president and a vice-president;
- 2) designate depositories of school funds;
- 3) authorize custodians for all accounts;
- 4) designate newspaper(s) for publishing legal minutes; and
- 5) take any other action deemed necessary.



Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350

P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Date: April 3, 2023

To: School Board Members
Dr. Kraig Steinhoff, Superintendent

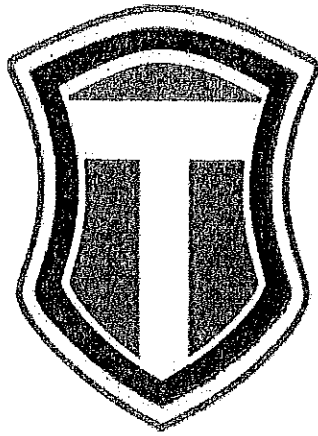
From: Kelly Christopherson

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

The District's Worker's Compensation insurance renewal for 2023-2024 is \$158,665; up from \$90,961 last year. We had some expensive claims in the last year which is causing our rates to increase. The ASBSD Work Comp fund is doing really well financially and we received rate relief of \$46,576 because the work comp fund has plenty of cash on hand.

The District's Property & Liability and Cyber insurance renewals for 2023-2024 are expected in May. ASBSD is working on obtaining quotes for coverage. We are told to expect a 20-40% property insurance rate increase.

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



ASSOCIATED SCHOOL BOARDS

PROTECTIVE
TRUST

Huron School District

Associated School Boards Workers' Compensation Fund

Renewal Proposal

Policy Period: July 1, 2023-June 30, 2024

Executive Summary

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

Risk Pooling 101

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

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

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

ASB Workers' Compensation Fund's Broad Service Platform

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

Our services have continually evolved over our 30+ year history and are regularly enhanced based on direct feedback from our members. Each service has been created to address one or all of the following:

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

ASB Workers' Compensation Fund keeps business local to South Dakota

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

Our third-party claims administrator is *Claims Associates, Inc.* based in Sioux Falls, SD.

In addition, the ASB Workers' Compensation Fund has approximately \$13 million in the South Dakota banking system.

2023-2024 Renewal Information

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

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

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

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

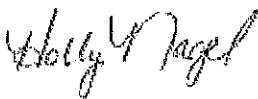
Premium Stabilization Reserve (PSR)

The Premium Stabilization Reserve was started in 2018-2019 fund year. The Fund's stability resulted in excess reserves giving the Board of Directors, at the recommendation of the ASB Workers' Compensation Advisory Committee, the opportunity to commit \$3 million of Net Position to offset rates for five years. The PSR allowed the annual return of \$600,000 back to members of the Workers' Compensation Fund in rate relief from accumulated equity.

With the \$3 million PSR commitment expiring June 30, 2023, the Board of Directors committed another \$600,000 to be returned to members in the 2023-2024 renewal. As in the past, the \$600,000 will be allocated to members based on accumulated annual contributions.

The ASB Workers' Compensation Fund continues to be financially stable thanks to our member districts focus on safety, on-site loss control services, and our local presence in South Dakota. ASBPT continues to be a very competitive solution for health, property/liability and workers' compensation for South Dakota School Districts.

Cordially yours,



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

ASBPT - Workers' Compensation Fund 2023-2024

Huron School District

Payment is Due: July 20, 2023

Coverage and Limits:

Description	2023-2024 Premium
Workers' Compensation	Coverage A---Statutory Coverage B---\$2,000,000
2023-2024 Estimated Payroll	\$21,600,000
2023-2024 Estimated Contributions before PSR	\$205,241
2023-2024 Rate change from 2022-2023 per \$100 of payroll before PSR	5%
Share of Premium Stabilization Reserve (PSR) applied for rate relief	\$46,576
2023-2024 Rate per \$100 of payroll <u>after PSR</u>	.678
2023-2024 Estimated Contributions <u>after PSR</u> Total Amount Due:	\$158,665

Please make check payable to:
ASB Workers' Compensation Fund
PO Box 1059
Pierre, SD 57501

Please do not include other payments in this check such as health, property/liability or any ASBSD functions.

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

Conditions of Quote, Coverages, or Binding:

- Self-Annual Payroll Audit

Exclusions include, but not limited to:

- Compliance with applicable trade sanction laws

Claims Reporting

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

ASB Workers' Compensation Fund Service Providers:

- Associated School Boards of South Dakota
 - Fund Administrator
- Claims Associates, Inc.
 - Third-Party Claims Administrator
- Arthur J. Gallagher & Company
 - Property/Liability & Workers' Compensation Broker
- Safety National Casualty Corporation
 - Reinsurance Carrier
- AON Global Risk Solutions
 - Actuarial services
- Eide Bailly, LLP
 - Certified Public Accounting Firm
- Gallagher Bassett
 - Loss Control Specialists
- BankWest Trust Department
 - Investment Manager

ASB WORKERS' COMPENSATION FUND SOUTH DAKOTA MEMBERSHIP 2022-2023

ABERDEEN SCHOOL DISTRICT #6-1	LAKE PRESTON SCHOOL DISTRICT #38-3
ANDES CENTRAL SCHOOL DISTRICT #11-1	LANGFORD AREA SCHOOL DISTRICT #45-5
ARMOUR SCHOOL DISTRICT #21-1	LEMMON SCHOOL DISTRICT #52-4
BELLE FOURCHE SCHOOL DISTRICT #9-1	LEOLA SCHOOL DISTRICT #44-2
BENNETT COUNTY SCHOOL DISTRICT #3-1	LYMAN SCHOOL DISTRICT #42-1
BIG STONE CITY SCHOOL DISTRICT #25-1	MCINTOSH SCHOOL DISTRICT #15-1
BISON SCHOOL DISTRICT #52-1	MEADE SCHOOL DISTRICT #46-1
BRITTON-HECLA SCHOOL DISTRICT #45-4	MILLER SCHOOL DISTRICT #29-4
CANTON SCHOOL DISTRICT #41-1	MITCHELL SCHOOL DISTRICT #17-2
COLOME CONSOLIDATED SCHOOL DISTRICT #59-3	NEW UNDERWOOD SCHOOL DISTRICT #51-3
CORNBELT EDUCATIONAL COOP #60201	NORTH CENTRAL SPECIAL EDUC. COOP #06201
CUSTER SCHOOL DISTRICT #16-1	NORTHWEST AREA SCHOOLS EDUC. COOP #52201
DELL RAPIDS SCHOOL DISTRICT #49-3	NORTHWESTERN AREA SCHOOL DISTRICT #56-7
DE SMET SCHOOL DISTRICT #38-2	OELRICHS SCHOOL DISTRICT #23-3
DEUEL SCHOOL DISTRICT #19-4	OGLALA LAKOTA COUNTY SCHOOL DISTRICT #65-1
DOLAND SCHOOL DISTRICT #56-2	PARKER SCHOOL DISTRICT #60-4
DUPREE SCHOOL DISTRICT #64-2	PARKSTON SCHOOL DISTRICT #33-3
EAGLE BUTTE SCHOOL DISTRICT #20-1	REDFIELD SCHOOL DISTRICT #56-4
EDGEMONT SCHOOL DISTRICT #23-1	SELBY AREA SCHOOL DISTRICT #62-5
EDMUNDS CENTRAL SCHOOL DISTRICT #22-5	SIOUX VALLEY SCHOOL DISTRICT #5-5
EUREKA SCHOOL DISTRICT #44-1	SISSETON SCHOOL DISTRICT #54-2
FAITH SCHOOL DISTRICT #46-2	SOUTH CENTRAL SCHOOL DISTRICT #26-5
FREDERICK AREA SCHOOL DISTRICT #6-2	SPEARFISH SCHOOL DISTRICT #40-2
GETTYSBURG SCHOOL DISTRICT #53-1	STANLEY COUNTY SCHOOL DISTRICT #57-1
GROTON AREA SCHOOL DISTRICT #6-6	TIMBER LAKE SCHOOL DISTRICT #20-3
HAAKON SCHOOL DISTRICT #27-1	TRIPP-DELMONT SCHOOL DISTRICT #33-5
HERREID SCHOOL DISTRICT #10-1	WALL SCHOOL DISTRICT #51-5
HIGHMORE-HARROLD SCHOOL DISTRICT #34-2	WARNER SCHOOL DISTRICT #6-5
HITCHCOCK-TULARE SCHOOL DISTRICT #56-6	WATERTOWN SCHOOL DISTRICT #14-4
HURON SCHOOL DISTRICT #2-2	WAUBAY SCHOOL DISTRICT #18-3
IPSWICH SCHOOL DISTRICT #22-6	WESSINGTON SPRINGS SCHOOL DISTRICT #36-2
JAMES VALLEY EDUCATION COOPERATIVE #17202	WILMOT SCHOOL DISTRICT #54-7
KADOKA AREA SCHOOL DISTRICT #35-2	
KIMBALL SCHOOL DISTRICT #7-2	

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 Counsel of Compensation Insurance, will be used. If no modification rate has been established, the Claims Administrator will provide an experience modification factor.

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

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

SECTION V WRITTEN NOTICE AND TERMINATION

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

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

SECTION VI ENTIRE AGREEMENT

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

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

SECTION VII MEMBERS OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VIII MAXIMUM COVERAGE LIMITATIONS

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

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

SECTION IX CONTRIBUTION AND TERM OF COVERAGE

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

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

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

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

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

IT IS FURTHER MOVED AND RESOLVED that coverage provided in the ASB Workers' Compensation Fund Participation Agreement shall extend from 12:01 a.m. CST, July 1, 2023, to 12 midnight CST, June 30, 2024. The projected contribution required for such coverage as provided in the ASB Workers' Compensation Fund Participation Agreement is \$158,665.

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 _____, 2023, 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 _____, 2023.

Business Manager



SCHOOL DISTRICT

Business Office

Kelly Christopherson

Business Manager

150 5th St. SW

Huron, SD 57350


P: (605) 353-6995

F: (605) 353-6994

kelly.christopherson@k12.sd.us

Date: March 29, 2023

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 22, 2023 regarding the District's health insurance with the Associated School Boards of South Dakota Protective Trust for 2023-2024. 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 3% increase on our current rates.

Single coverage is \$763; Employee + 1 coverage is \$1524; Employee and dependents coverage is \$1379; and Family coverage is \$1904.

**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, 2023 to 12 midnight CST, June 30, 2024. 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 _____, 2023, 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 _____, 2023.

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 30th** of any coverage year. Failure to notify the Trust Administrator as provided herein is a binding commitment on the part of the MEMBER to renew membership for another year at the contribution rate established by the Trust Administrator prior to the renewal date.

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

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

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

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

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

See Appendix B for example.

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

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

See Appendix C for example.

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

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

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

Huron School District

School Superintendent

Date

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

Business Manager

Date

Appendix A

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

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

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

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

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

Target Ending Net Position for FY 2XX1: \$1,334,740
 Actual Ending Net Position for FY 2XX1: \$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	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

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

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

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

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

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

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

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

Total Termination Contribution amounts for Section 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	
October	\$29,813	Highest one month
November	\$27,376	
December	\$27,376	
January	\$27,376	
February	\$27,376	
March	\$27,376	
April	\$27,376	
May	\$28,850	
June	\$28,017	
Total	\$333,685	
% of Overall Earned Contribution of the Fund: 3%		

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

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

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

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

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

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

Not Applicable

Total Termination Contribution amounts for Section 5.6.2 example:

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

Steps to have an Employee Moved in **BluesEnroll**.

Situation: you have an employee **LEAVING** your district to move to another district under the ASBSD pool. (*If you are in doubt of whether or not they are on the ASBSD pool, please ask*).

What to do in BluesEnroll - Choose "**TERMINATE COVERAGE**" due to "**Category Change**" as the reason. This will give them the correct Cancellation Date all the way to the end of that month in which they're cancelled. You all have "terms at the end of the month" for term dates.

If you would like this "new" (transferring) Employee to have the "New Hire Waiting Period" rules apply, which we assume you would. When Holly and Heidi move them to the new location category, they can also add an "Adjusted Service Date" in the Employee's work information. If you would like the new Employee to have the New Hire wait period, this is the easiest option - to add an Adjusted Service Date, which will throw the Employee into Initial Enrollment.

When moved to their new District, the new District can use the Life Event: "Loss of Other Coverage" to add them to coverage the day after their coverage cancelled elsewhere.

1. When you receive the below message in **BluesEnroll**, click CANCEL.

There is already a member on file named [REDACTED] with date of birth [REDACTED] and SSN [REDACTED]
Do you still want to add this subscriber?

2. START **NEW** EMAIL MESSAGE —

- do NOT tag onto an existing email you've sent prior, with a different subject line.
 - do NOT "bury" your move request in another email to Holly or Heidi asking about other issues. Please keep these requests in a **SEPARATE** email.
 - *We would advise against sending screenshots of PHI unless you know it will go out **SECURE**, as it has name, SSN and DOB on the screenshot.*
- TO: hnagel@asbsd.org ; heidi.jennings@asbsd.org
 - SUBJECT: **NEED TO MOVE EMPLOYEE TO _0XXA_**
 - Include your School's Billing Unit Number starts with a 0 and ends in an A. **this is on your Billing Statement after the 81407-**000A***
 - By keeping the subject line the **SAME**, it will make it easier for Holly and Heidi to filter emails and work the changes more efficiently.
 - If you have more than one new hire with this message, you can include **ALL** the changes for your school in **ONE** email. This may mean keeping a new message **OPEN** and work thru your enrollments in **BluesEnroll**, until you've found all that need to be moved.

3. MESSAGE — you may copy and paste the below and fill in the blanks if you like ☺

"Please move our new employee **FIRST AND LAST NAME**, to **School District Name - 0xxA** effective **mm/dd/yy**. Their ADJUSTED SERVICE DATE is _____. (*this is the date YOU hired them to work at YOUR school*)

Please let us know when this complete, Thank you."

4. The ASBSD team will work these ONCE a week (for starters) or sooner if time allows, more often during Peak Enrollment times. They will collect all requests that come in WED-TUES and work the following WEDNESDAY.
 - a. Example: If you send Friday 8/30 – they will be processed on Wednesday 9/4.
5. Once the move is complete, Holly or Heidi will respond to your request, and let you know you can continue. Keep in mind – these changes will have a delay to them, they are not instantaneous. Please be patient. You will have to log out of **BluesEnroll**, and log back in to see the changes, and then continue with enrollment.
6. When you login to enroll the employee that has come from another school district within the ASBSD pool, you're going to see a TASK that needs to be completed for your newly hired (moved) employee. If there is not Task, for whatever the reason, you'll go to BENEFIT DETAILS, and add them as of the ADJUSTED SERVICE DATE you requested for their new Hire date, and whatever your waiting period is, will automatically apply.



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:

(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:

This is to be for the period which begins July 1, 2023 and ends on June, 30, 2024 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, 2023 and agrees to conduct its activities programs within the framework of these instruments.

Date of Resolution

President of Board

Superintendent of Schools

Due By:

July 15, 2023



PROPOSAL

JLG 21392.08 - Huron Public Schools Educational Facilities Study

RE: Proposal

3/23/23

Dear Mr. Christopherson,

Thank you for considering JLG Architects for this opportunity. Based on the information provided, we have developed the following scope of work:

PROJECT DESCRIPTION

Huron Public Schools is requesting a facility assessment of the academic facilities listed below. The assessment is to include an overview of the physical condition of the facilities as well as educational adequacy and enrollment capacity. Updated demographics for student population forecasts will be needed to gauge enrollment capacities. It is recommended that the demographics portion of this work be contracted directly with the District rather than through JLG Architects. JLG will assist the District in engaging a demographics consultant. The following facilities will be considered in the study:

Huron High School - 134,534 sf

Huron Middle School - 115,527 sf

CTE - 31,895 sf

Buchanan K-1 Center - 115,565 sf

Madison 2-3 Center - 121,196 sf

McKinley Learning Center - 10,693 sf

Washington 4-5 Center - 115,356 sf

PROJECT TEAM

CLIENT:	Huron Public School District
ARCHITECT:	JLG Architects
CONSULTANTS (Optional):	ACEI (mechanical & electrical systems review based on a limited need)

JLG Architects' team for this study will be led by **Catherine Dekkenga, AIA**, JLG's K-12 Principle-in-Charge. **Katie Becker, AIA**, JLG's dedicated K12 Planner will overseeing the educational adequacy/capacity studies, and the generation of potential solutions. **Chris Heidrich, AIA** will undertake the physical building condition assessments.

SCOPE OF WORK

BASIC SERVICE: Facility Assessment and Educational Adequacy/Capacity Study Phase Services:

- Initial meeting with School District, for review of scope definition, project commencement - April
- Assemble existing plans for purpose of the study - Mid April
- Tour/Assess District Facilities (regarding Facility Condition Assessments / Educational Adequacy) - Late April
- Compile data from district tours - May
- Space Programming calculations for enrollment capacities of existing facilities - May (pending completion of demographics study)
- Compile initial draft of the Facility Condition Assessment Report / Educational Adequacy-Capacity Report - Late May
- Review meeting with Study Team and District
- Deliver the study findings - June
- A detailed hazardous materials assessment will NOT be completed by the Architect, the Architect will simply report on the type and condition of visually observable materials and will not make an assessment of hazardous potential; if deemed necessary, the Architect will assist the Owner in issuing RFP for Hazardous Materials Survey; hazardous materials surveys must be completed by a qualified licensed third-party
- A detailed structural assessment will NOT be completed by the Architect, the Architect will simply report on the type and condition of visually observable materials and will not make an assessment of structural potential; if deemed necessary a Structural Engineer will be hired as a sub-consultant by the Architect.

ADD SERVICE (if requested): Options / Solutions Study Phase Services:

- Generate up to 3 various facility planning options/scenarios that coordinate with the District-wide educational vision and solutions developed by the Study Team. This will involve collaboration with the Study Team members and subconsultants, and dialog/input with school district representatives as directed by the District Leadership. – June
- Review Draft report with District as necessary. – July
- Compile Final Report – Late July

ADD SERVICE (if requested): Review of Mechanical / Electrical Systems by sub-consultant engineers:

- Base scope would include a high-level overview of mechanical and electrical condition assessments by JLG Architects' architectural staff, also utilizing condition of systems reported by district facility staff. This additional service would provide the District a 3rd party review and assessment of the mechanical / electrical systems of each facility by mechanical and electrical engineers.
- Since many of the school district's facilities have well-maintained systems, we offer this further assessment as an option.

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Site/Property Control
- Existing Building Documents
- Hazardous Material Assessment
- Feedback and direction
- Sign-off at each phase of work
- Financial proforma work, including maintenance and repair reserves assessments

SCHEDULE

BASIC SERVICE: Facility Assessment and Educational Adequacy/Capacity Study Phase Services: April – May, 2023

ADD SERVICE (if requested): Options / Solutions Study Phase Services: June – July, 2023

ADD SERVICE (if requested): Review of Mechanical / Electrical Systems by sub-consultant engineers: April – May, 2023

COMPENSATION

- Facility Study phase services: **\$52,400**
- Optional Additional services:
 - Options / Solutions Study Phase Services: \$11,400
 - Review of Mechanical / Electrical Systems by sub-consultant engineers: \$11,300
 - Review of Structural Systems by sub-consultant engineers: \$7,000

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel for team members to attend meetings in Huron and perform assessment work is included in the compensation proposed and is not extra. If the Owner requests JLG to provide printing of promotional materials or other similar study related expenses, JLG will invoice the Owner at direct cost.

OTHER

PAYMENT TERMS

JLG Architects process its invoices monthly. If payment is not received within thirty (30) days from the date of the invoice, finance charges in the amount of 1.5% per month shall be applied.

LIMITATION OF LIABILITY: To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total receipts for compensation for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising; unless otherwise prohibited by law.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.
Sincerely,

Catherine Dekkenga, AIA
JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on March 30, 2022 by and between the Huron School District 2-2 of 150 5th ST SW, Huron, SD, 57350, and [James River Rifle League], of [38360 217th St. Virgil, SD 57379]. Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, [James River Rifle League] desires to hold harmless the Huron School District 2-2 from any claims and/or litigation arising out of [James River Rifle League]'s actions in connection with the Huron High School Trap Shooting Team.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

1. Insurance Requirements.

[James River Rifle League] shall procure and maintain in force all insurance required of the Huron School District 2-2 including the following on an occurrence basis, with minimum limits stated.

A. Comprehensive or Commercial General Liability:

- a. Each Occurrence: \$1,000,000
- b. General Aggregate: \$2,000,000

The Huron School District 2-2 shall be named as an additional insured on a primary basis on the commercial general liability portion. All insurance policies shall not be cancelled or non-renewed until at least 30 days prior to written notice has been given to the Huron School District 2-2. Certificate of insurance acceptable to the Huron School District 2-2 shall be filed with the Huron School District Business Office prior to commencement of the Huron High School Trap Shooting Team.

2. Hold Harmless.

[Lockton Affinity, LLC] shall fully defend, indemnify, and hold harmless the Huron School District 2-2 from any and all claims, lawsuits, demands, causes of action, liability, loss, damage

and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of [Huron High school trap] by [Lockton Affinity LLC], its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Huron School District 2-2 by [Lockton Affinity LLC], for all legal fees, expenses, and costs incurred by it.

3. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

4. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

7. Entire Agreement.

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under South Dakota law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under South Dakota law.

9. Applicable Law.

This Agreement shall be governed exclusively by the laws of South Dakota, without regard to conflict of law provisions.

10. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of South Dakota. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

11. Signatures.

This Agreement shall be signed on behalf of the Huron School District by School Board President Garret Bischoff, and on behalf of **Jim Winegar by Huron High School Trap Shooting Team**, and effective as of the date first written above.

By: _____ Date: _____
Garret Bischoff, Huron School Board President

By: _____ Date: _____
[Jim Winegar]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

31-MAR-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	CONTACT NAME: Lockton Affinity PHONE (A/C, NO Ext): 844-401-9444 E-MAIL ADDRESS: FAX (A/C, No):
INSURED James River Rifle League 38360 217th St. Virgil SD 57379	INSURER(S) AFFORDING COVERAGE INSURER A: Acceptance Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1000000
	Claims Made <input checked="" type="checkbox"/> Occur						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		X		LOC-GL-0004438-01	01-FEB-2023	01-FEB-2024	MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
	OTHER						PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	D RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Huron High School
701 18th St SW
Huron, SD 57350

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SPECIAL MEETING
HURON BOARD OF EDUCATION
INSTRUCTIONAL PLANNING CENTER / HURON ARENA
MARCH 28, 2022 - 5:30 p.m.

Roll Call: Garret Bischoff, President, and members: Shelly Siemonsma, Tim Van Berkum, Craig Lee, and Kristi Glanzer. Superintendent Kraig Steinhoff and Kelly Christopherson, Business Manager.

Bischoff called the meeting to order at 5:30 p.m.

Bischoff led the Pledge of Allegiance.

Motion by Lee, second by Siemonsma, and unanimously carried to adopt the agenda as amended.

Dates to Remember – April 6 Early Release; April 11 Board of Education Meeting – 5:30 p.m. – IPC; April 12 School Board Election-Cancelled; 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; and June 6 – 24 ESL Summer School for Grades K-7 / 7:45 a.m. – 1:00 p.m. Monday – Thursday.

Community Input for Items not on the Agenda

None.

Conflict Disclosure and Consideration of Waivers

None.

Motion by Siemonsma, second by Van Berkum, and unanimously carried to approve the consent agenda including the following items: (1) The hiring of Linda Eck/Dental Bus; Tiffany Nelson/Administrative Assistant/Business Office/\$41,981 per year; and Margaret Forshee /Substitute Teacher - \$120 per day / Substitute Para-Educator - \$17.87 per hour. (2) Contracts for Abbie Moring/Special Education Teacher/\$47,909 per year; and Alexis Konrad/3rd Grade Teacher/Madison/\$48,436 per year. (3) The resignations of Mona Kotas/Transportation Department/Bus Driver/20 years; Neil Kotas/Transportation

Department/Bus Driver/25 years; Kira Carabantes/MS Oral Interpretation Coach/6 years; Ally Kacmarynski/4th Grade Teacher/Washington/1 year; Susan Krcil/Teacher/Our Home/1 year; Tatym Zins/Teacher/Middle School/1 year; Shari Lord/Teacher/Washington/18 years; Megan Larson/School Nutrition/1 year; and Molly Charlson/Sideline Cheer Coach/4 years. (4) Classified employee groups requesting to be recognized for negotiations purposes include Maintenance, Grounds, & Custodial Personnel – Dean Hirschhorn & Chad Beck; Food Service Personnel – Vicky Davis & Janet Johnsen; Full-Time Personnel – Ashley Neuhauser & Brenda Snyder; Para-Educator Building Secretaries-Angie Boetel, Cindi Williams, & Patricia Wehrmann; and Para-Educator Instructional Aides-Pat Van Vleet, Robert Brooks, Peggy Harkness, Dayna Winter, & Joyce Maras. (5) Open enrollment requests for (2022-23 SY) #OE-2022-02, #OE-2022-03, and #OE-2022-04. (6) Open enrollment request for (2021-2022 SY) #OE-2021-28.

Celebrate Successes in the District

Superintendent Steinhoff reported on the successes in the District.

Reports

- A. Classified Employee of the Month – Dean Hirschhorn, Custodian at Huron Middle School, was recognized as the May 2022 Classified Employee of the Month.
- B. Good News Report – Emily Salinas, music teacher at Madison 2-3 Center, provided a report.
- C. Superintendent's Report – Kraig Steinhoff presented the Superintendent's report to the Board.

Old Business

Motion by Lee, second by Siemonsma, and unanimously carried to approve a complete review of Board Policy Section A: Foundations & Basic Commitments.

Motion by Lee, second by Siemonsma, and unanimously carried to approve proposed changes to the CTE Advisory Board Guide.

The Board conducted first reading of proposed changes to Policy GCB-1 Professional Staff Contracts & Compensation Plans/Administration. No action was taken.

New Business

Motion by Van Berkum, second by Siemonsma, and unanimously carried to cast Huron's vote in the ASBSD Official Election/Northeast Region for Shane Roth, DeSmet School District.

Motion by Van Berkum, second by Lee, and unanimously carried to allow the Huron School District's name and branding logos to be used for a High School Trap Shooting Team if a hold harmless agreement is signed and a certificate of insurance is provided to the school.

Motion by Lee, second by Siemonsma, and unanimously carried to approve a resolution approving amendment to ASB Protective Trust Joint Powers Agreement and Bylaws.

Motion by Lee, second by Siemonsma, and unanimously carried to enter into executive session at 6:00 p.m. pursuant to SDCL 1-25-2 Executive or closed meetings may be held for the sole purpose of: (4) Preparing for contract negotiations or negotiating with employees or employee representatives.

Motion by Lee, second by Siemonsma, and unanimously approved to adjourn at 7:00 p.m.

Garret Bischoff, President

Kelly Christopherson, Business Manager