

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Thursday, April 7, 2022

**VANDENBERG ELEMENTARY SCHOOL - Library Conference Room
561 Briggs Street
Box Elder, SD 57719**

5:00 PM

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom Meeting

<https://sdk12.zoom.us/j/95504148760?pwd=Y3Z1Yyt5MnhoZXV5SmFaeXY2Y3d1dz09>

Meeting ID: 955 0414 8760

Passcode: 852351

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition: Month of the Military Child
4. Public Forum:
5. Approval of Agenda (note Executive Session added after initial publication)
6. Consent Agenda Items:
 - A. Approval of Regular Meeting Minutes for March 28, 2022
 - B. Approve Personnel Action
 - C. Approve the Purchases and Issuing of Accounts Payable and Payroll
 - D. Approve Out-of-State Debate Team Trip Request to National Debate Tournament in Louisville, Kentucky.
 - E. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3
7. Items Removed From Consent Agenda
8. Elementary and Secondary Curriculum and Instruction Items:

9. Superintendent Items:

- A. DSD School Board Members For The 2022-23 School Year
- B.
- C. Classified Listening Sessions Review
- D. High School Project and Budget Update by DLR

10. Fiscal Resources Items:

- A. Make a matter of record that valid School Board Nominating Petitions have been filed as follows:

Two (2) three-year positions for Board Member at Large
Amy McGovern
Tonya Amaral

The annual School Board Election will not be conducted as there is neither a contested vacancy on the School Board nor any question submitted to the voters.

- B. Approve DEA Negotiations for the 2022-23 School Year
- C. Approve attached resolution for proposed bylaws changes from Associated School Boards Protective Trust for the South Dakota School District Benefits Fund. (Copy Attached)
- D. Approve attached resolution from Associated School Boards Protective Trust for the South Dakota School District Benefits Fund Adoption and Renewal for July 1, 2022 to June 30, 2023. (Copy Attached)
- E. Approve attached resolution from Associated School Boards Protective Trust for the South Dakota School District Benefits Fund Participation Agreement for July 1, 2022 to June 30, 2023. (Copy Attached)

11. Operational Support Services Items:

- A. Approve Memorandum of Understanding between Douglas School District and City of Box Elder for renovation and maintenance of FoxBorough Trail/Park improvement.
- B. Consider Recommendation to Reject All Bids for Francis Case Elementary Heating System Replacement Project.
- C. Hear First Reading of REVISED Board Policy GCPB - Resignation of Professional Staff Members.
- D. Hear First Reading of NEW Board Policy GCPB-E(1) Application for Early Resignation Notification Incentive Pay

12. Reports:

A. Superintendent:

B. Committee Reports From Board Members and Comments from Associate Board Members

13. Upcoming Calendar Events:

April 11-15 Spring Break
April 25 BOE Meeting

14. Executive Session for personnel matters according to SDCL 1-25-2.1

15. Action As A Result of Executive Session

16. Adjournment

BOARD POLICY

Section B

Board Governance and Operations

File: BDDH

PUBLIC PARTICIPATION AT BOARD MEETINGS

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting and a public meeting.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public meeting/hearing there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public meeting. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

Policy BDDH, Public Participation at Board meetings, applies only to topics addressed in open/public. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:
 - a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed.
 - b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy.

BOARD POLICY

Section B

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- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
 - d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.
 2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:
 - a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
 - b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
 - c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.
 - d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.

BOARD POLICY

Section B

Board Governance and Operations

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e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:

- deferred until the next regular meeting or a special school board meeting, or
- added to the meeting agenda for discussion purposes only, or
- added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.c, provision 1.d, or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity.

If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

References	Adoption History
State Reference:	Approved 09/08/77
SDCL 1-25-1	First Reading of Revision 10/10/85
SDCL 1-25-2	Approved – Revision 11/14/85
SDCL 13-32-6	First Reading 11/17/14
SDCL 13-8-39	Approved 12/08/14
SDCL 22-18-35(3)	First Reading – Rewrite 2/13/17
	Approved 2/27/17

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, March 28, 2022

The Douglas School District No. 51-1 Board of Education held a regular meeting on Monday, March 28, 2022 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Cathleen Melendez presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Cathy Melendez: Present, Chris Misselt: Absent.

All actions in these Minutes were by unanimous vote unless otherwise stated.

President Melendez called the meeting to order at 5:00 p.m.

Superintendent Kevin Case introduced Amanda Trople, New Underwood School District Business Manager and Vice-President of South Dakota Association of School Business Officials. Ms. Trople presented the 2022 Outstanding School Business Official award to Business Manager Trista Olney. Ms. Olney received glowing nominations from her peers, coworkers and administration. She will be honored at the SDASBO Spring Banquet in Pierre.

There was nothing for Public Forum.

Motion to approve the agenda. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Motion to approve the consent agenda. This motion, made by Amy McGovern and seconded by Tanya Gray, Carried.

Approved Regular Board Meeting Minutes of March 14, 2022.

Approved Personnel Action for March 28, 2022. (Attachment)

Approved February 2022 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

Approved the non-reelection of twenty-seven (27) certified staff for the 2022-23 school year for the purpose of removing one-year only assignments or extra duty assignments.

Approved the Conflict Disclosure and Waiver Authorization as presented pursuant to SDCL 3-23.

Superintendent Items:

Motion to approve voting for Tanya Gray on ASBSD Ballot for Western Region Board of Directors. This motion, made by Amy McGovern and seconded by Ben Frerichs, Carried.

Fiscal Resource Items:

Motion to approve the 2022-23 Capital Outlay Project Requests as presented. This motion, made by Tanya Gray and seconded by Ben Frerichs, Carried.

Reports:

In response to the recent question "How can we work together to build a stronger, more supportive climate and culture among our administration, faculty, and staff?" Superintendent Kevin Case briefly reviewed staff input given through ThoughtExchange and his staff zoom meeting on March 11. The top 3 thoughts out of the 229 thoughts shared and rated were about staff recognition. He discussed the importance of WE being everybody, not a specific group or just some of us, and explaining the "why" when communicating. Staff want input into decision-making and professional development. He added that some staff/student recognition programs are already being implemented and Adaptive Schools Training which fosters a collaborative decision-making environment will be offered this summer to staff.

Superintendent Kevin Case gave an update on the status of the demographic study being conducted by RSP & Associates. He is impressed with their professionalism. They are gathering data from many local sources to compile an accurate picture of the district and surrounding community. There is a lot happening in Box Elder. They will have a final report to present to the Board by the end of April.

He and Business Manager Trista Olney talked with Senator Thune, Senator Rounds, Representative Johnson and their staffers, as well as, two representatives from the Air Force on their recent trip to Washington DC to attend the NAFIS Spring Conference. They remain hopeful and optimistic for future funding needs.

Committee Reports from Board Members and Comments from Associate Board Members;

Col Vaira commented on the importance of the EAFB culture and heritage as they commemorate the 80th anniversary with many scheduled activities. The air show will be May 14 & 15. April is the Month of the Military Child. Purple Up Day is scheduled for April 8 with a Bagel Drive Thru at the schools.

Amy McGovern reported nothing new for Booster Club. The next meeting is April 18.

Tanya Gray attended the Black Hills Special Services Cooperative Board of Directors meeting last week. The Associated School Board of South Dakota Board of Director elections are coming up. She currently serves on the board and is seeking reelection. There are two others running against her in the Western Region.

Cathy Melendez attended the Box Elder City Equalization Meetings last week.

Motion to move into executive session for personnel matters per SDCL 1-25-2.1 at 5:29 p.m. This motion, made by Ben Frerichs and seconded by Tanya Gray, Carried.

President Melendez called the Board out of executive session at 5:50 p.m.

No action taken.

Motion to move into Executive Session for Negotiations according to SDCL 1-25-2.4 at 5:54 p.m. This motion, made by Tanya Gray and seconded by Ben Frerichs, Carried.

President Melendez called the Board out of executive session at 7:53 p.m.

No action taken.

Motion to adjourn the meeting at 7:53 p.m. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Cathleen Melendez, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

DOUGLAS SCHOOL DISTRICT				
PERSONNEL ACTION 3/28/2022				
Employee Leave of Absence Requests				
	Name	Building/Position	Dates	
	Casey Hoover	HS/Art	08/13/2022-09/24/2022	
Classified Service Factor Bonus				
	Name	Position/Years	Amount	Dates of Service
	Floyd Long	Custodian/30 years	\$3,752.04	04/27/1992-04/27/2022
Certified Resignations/Retirements/Terminations				
	Name	Position	Location	Effective Date
	Joie Drysdale	Title 6/ESL	MS/CARR	05/26/2022
	Jeff Glandt	2nd Grade Teacher	PAT ELEM (FC)	05/26/2022
	David Schmidt	Math Teacher	HS	05/26/2022
	Tonia Vahlberg	Lunchroom Supervisor	HS	05/25/2022
**	Jason Boeding	Assistant Football Coach	HS	03/28/2022
Classified Resignations/Retirements/Terminations				
	Name	Position	Location	Effective Date
	Brittany Haugh	Special Education Aide	HS	3/11/2022
**	Daniel Maciejczak	Head Football Coach	HS	3/28/2022
	Nancy Radeke	Food Service Worker	VES	3/25/2022
Certified Voluntary Transfer Request				
	Name	From Bldg/Position	To Bldg/Position	Effective Date
	Nick Knutson	MS/Social Studies	MS/PE	2022/2023 School Year
Classified Voluntary Transfer Request				
	Name	From Bldg/Position/Hrs	To Bldg/Position/Hrs	Effective Date
	Jordan Patterson	PAT ELEM (FC) /Lunchroom Supervisor/3hrs per day	FS/HS/Food Service Worker/5.50 hrs per day	03/14/2022
	Megumi Woroniecki	HS/Food Service Worker/5.50 hrs per day	MS/Food Service Worker/7.50 hrs per day	03/14/2022
Classified Staff Hiring				
	Name	Position	Location	Effective Date
	Catherine Baughman	Lunchroom Supervisor \$12.70 per hr 4 hrs/day - 173 days/yr Prorated - 44 days/yr	PAT ELEM (FC)	03/21/2022
Temporary Hires				
	Name	Bldg/Position	Salary	Effective Date
	Orange Johnson	HS/Lunchroom Supervisor	\$2500.00 per yr	2022/2023 School Year

	Kristin Knutson	CO/Summer School Admin Intern	\$7005.60 per yr	03/28/2022
	Michael McCarty	HS/Lunchroom Supervisor	\$2500.00 per yr	2022/2023 School Year
Substitute Hires				
	Name	Substitute Teacher	Substitute Classified	Effective Date
	Jennifer Collins	\$105.00/day	95% of Step 1	3/21/2022
	Jennifer Johnson	\$105.00/day	95% of Step 1	3/22/2022
	Nancy Radeke	\$105.00/day	95% of Step 1	3/28/2022
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.			

February 1, 2022 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 01/ 31/ 22	\$258,697.59	\$1,815,598.59	\$2,170,553.03
RECEIPTS:			
TAXES	\$65,260.71	\$37,143.10	\$23,773.51
TUITION			
INTEREST	\$64.90		
ADMISSIONS	\$2,746.00		
LOCAL	\$152.40	\$139.52	
COUNTY	\$15,308.52		
STATE	\$1,408,428.08		\$119,122.00
FEDERAL			\$41,802.00
OTHER	\$136.05		
INTERFUND TRAN.	\$72.92		
LOANS			
TOTAL RECEIPTS:	\$1,492,169.58	\$37,282.62	\$184,697.51
DISBURSEMENTS:			
VERIFIED CLAIMS	\$277,974.89	\$537,742.36	\$215,299.60
SALARIES	\$1,524,852.11	\$0.00	\$312,392.00
TRANSFERS OUT			
BALANCE 02/28/22	(\$51,959.83)	\$1,315,138.85	\$1,827,558.94
BALANCE 02/ 28/ 21	816,248.80	2,809,178.28	1,748,566.19

February 1, 2022 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 01/ 31/ 22	(\$1,769,233.03)	\$50,849.24
RECEIPTS:		
TAXES		
INTEREST		
LOCAL		
STATE		
FEDERAL		
PREMIUMS		
REIMBURSEMENTS	\$381,524.38	
OTHER (LOCAL) -AFROTC	\$1,090.72	
INTERFUND TRAN.		
OTHER (LOCAL) -LIBRARY		
TRANSFER IN		
TOTAL RECEIPTS:	\$382,615.10	\$0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	\$101,981.95	\$0.00
SALARIES	\$93,976.04	\$0.00
TRANSFERS OUT		
EXPENDITURES		
BALANCE 02/28/22	(\$1,582,575.92)	\$50,849.24
BALANCE 02/ 28/ 21	(1,361,504.13)	53,375.20

February 1, 2022 FINANCIAL	DEP CARE	ENTERPRISE	IMPACT AID
BALANCE 01/ 31/ 22	\$491.76	\$4,714.21	\$23,639,910.54
RECEIPTS:			
INTEREST			\$72.92
TUITION			
STATE			
FEDERAL			
LOCAL	\$291.68		
OTHER			
INTERFUND TRAN.			
LOANS			
PREMIUMS			
TOTAL RECEIPTS:	\$291.68	\$0.00	\$72.92
DISBURSEMENTS:			
VERIFIED CLAIMS	\$310.00	\$0.00	\$0.00
SALARIES	\$0.00	\$0.00	\$0.00
EXPENDITURES/ TRANSFERS OUT			\$72.62
BALANCE 02/28/22	\$473.44	\$4,714.21	\$23,639,910.84
BALANCE 02/ 28/ 21	374.93	(13,028.46)	21,170,209.33

February 1, 2022 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS	MEDICAL REIMB-125
BALANCE 01/ 31/ 22	\$257,842.56	\$194,061.16	(\$824.68)
RECEIPTS:			
INTEREST			
SALES	\$9,952.66		
STATE			
FEDERAL	\$124,491.73		
LOCAL	\$251.56	\$47,941.80	\$1,986.24
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	\$134,695.95	\$47,941.80	\$1,986.24
DISBURSEMENTS:			
VERIFIED CLAIMS	\$117,347.70	\$29,153.04	\$1,097.35
SALARIES	\$69,064.38	\$0.00	\$0.00
BALANCE 02/28/22	\$206,126.43	\$212,849.92	\$64.21
BALANCE 02/ 28/ 21	190,478.97	198,420.22	3,337.04

Board Report - For School Board 03/30/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	180453		90.87
AMICK SOUND INC	180454		1,268.99
BEST WESTERN PLUS RAMKOTA HOTEL	180456		329.97
BLACK HILLS STATE UNIVERSITY	180457		200.00
BULK BOOKS	180458		155.70
CAROLINA BIOLOGICAL SUPPLY COMPANY	180459		51.05
CITY OF BOX ELDER/PUBLIC WORKS DEPT	180460		4,051.33
CLIMATE CONTROL SYSTEMS AND SERVICE	180461		364.61
DAKOTA SUPPLY GROUP. INC.	180462		32.23
DEMCO. INC	180464		720.08
ERIC ARMIN INC.	180466		149.00
EVERGREEN OFFICE PRODUCTS	180468		791.07
FASTENAL COMPANY. THE	180469		451.51
FIDUCIARY ACCOUNT	180470		129.75
G & H DISTRIBUTING. INC. - RAPID CITY	180471		209.89
GRAINGER. W.W.. INC.	180472		55.80
HILLYARD INC	180474		3,017.94
INTERKAL	180475		215.00
JOHNSON CONTROLS INC	180476		420.24
JOSTENS INC	180477		21.43
JW PEPPER & SONS. INC.	180478		1,169.33
KILOWATT ELECTRIC INC.	180479		1,717.00
MENARDS	180482		1,601.63
MG OIL COMPANY. INC.	180483		11,957.50
MONTANA DAKOTA UTILITIES COMPANY. INC.	180484		18,958.72
NEFF COMPANY	180486		215.95
ORIENTAL TRADING COMPANY INC	180487		218.04
PITTSBURGH WATER COOLER SERVICE	180488		286.50
PRINT MARK-ET	180489		414.02
RIVERSIDE TECHNOLOGIES INC	180490		7,141.00
SCHOOL SPECIALTY INC.	180493		540.99
SDARWS	180494		75.00
SEAT SACK	180495		283.13
SHERATON HOTEL AND CONVENTION CENTER	180496		368.00
TAYLOR PUBLISHING COMPANY	180498		3,178.91

Board Report - For School Board 03/30/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
TEACHERS SYNERGY. LLC	180499		110.68
TEMPERATURE TECHNOLOGY INC	180500		1,865.29
THEATRE HOUSE INC	180501		286.24
TRUE VALUE	180504		561.45
UNITED LABORATORIES INC	180505		550.80
UNITY SCHOOL BUS PARTS. INC.	180506		76.50
VANWAY TROPHY & AWARD. INC.	180507		222.00
GENERAL FUND			<hr/> 64,525.14
EGGING. SUSAN	180465		140.00
LINDSTROM. JOAN	180480		75.00
NCS PEARSON. INC.	180485		119.90
SASD	180492		180.00
SOUTH DAKOTA COUNCIL OF ADMINISTRATORS	180497		20.00
TIMMONS MARKET	180503		12.18
SPECIAL ED			<hr/> 547.08
95 % GROUP INC	180452		3,685.00
ASSOCIATION FOR POSSITIVE BEHAVIOR	180455		2,100.00
DAKOTA TRAVEL	180463		9,031.22
ESSDACK	180467		900.00
FIDUCIARY ACCOUNT	180470		500.00
HEGGERTY	180473		518.27
LRP CONFERENCES	180481		2,875.00
RIVERSIDE TECHNOLOGIES INC	180490		6,300.00
ROBERT SHARP & ASSOCIATES	180491		235.45
TIE	180502		2,400.00
GRANTS			<hr/> 28,544.94
			<hr/> 93,617.16
CASH-WA DISTRIBUTING COMPANY. INC.	11711		1,083.77
CASH-WA DISTRIBUTING COMPANY. INC.	11712		9,453.91
CLIMATE CONTROL SYSTEMS AND SERVICE	11713		786.98
DAKOTA WAREHOUSE	11714		49.80
DOMINOS PIZZA- BOX ELDER	11715		1,218.00
GENERAL FUND	11716		41,743.82
GRAINGER. W.W.. INC.	11717		49.72
MYERS. JENNIFER	11718		40.00
PAN-O-GOLD BAKING COMPANY. INC.	11719		617.84

Board Report - For School Board 03/30/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
PRAIRIE FARMS	11720		7,393.96
PROGUARD SERVICE & SOLUTIONS	11721		918.71
REINHART FOOD SERVICE LLC	11722		19,696.52
SERVALL TOWEL & LINEN SUPPLY. INC.	11723		157.33
FOOD SERVICE			<hr/> 83,210.36
			<hr/> 83,210.36
Grand Total:			<hr/> <hr/> 176,827.52

DOUGLAS SCHOOL DISTRICT				
PERSONNEL ACTION 4/7/2022				
Employee Leave of Absence Requests				
	Name	Building/Position	Dates	
	Mark Sheets	MS/Assistant Principal	04/05/2022-07/18/2022	
Certified Resignations/Retirements/Terminations				
	Name	Building	Position	Effective Date
	Stefani Gebhart	VES	Instructional Leader	05/26/2022
	Lindsay Scott	VES	Kidz Chorus	03/31/2022
Certified Voluntary Transfer Request				
	Name	From Bldg/Position	To Bldg/Position	Effective Date
	Denise Stiles	PAT ELEM (FC)/SPED Teacher	HS/SPED 18 to 21 Transition Program	2022/2023 School Year
Certified Staff Hiring				
	Name	Bldg/Position	Salary	Effective Date
	Aarika Blair	PAT ELEM (FC) /Kindergarten	B/0, 182 days/yr, 7.50 hrs/day, \$43275.00 per yr	2022/2023 School Year
	Kirsten Fautz	PAT ELEM (BC) /Kindergarten	B/2, 182 days/yr, 7.50 hrs/day, \$44775.00 per yr	2022/2023 School Year
	Nick Ferguson	MS/Industrial Technology Teacher	B/2, 182 days/yr, 7.50 hrs/day, \$44775.00 per yr	2022/2023 School Year
	Olivia Gotta	PAT ELEM (FC) Kindergarten	M+30/7, 182 days/yr, 7.50 hrs/day, \$59525.00 per yr	2022/2023 School Year
	Rebecca Nelson	VES/Computer Teacher	B/0, 182 days/yr, 7.50 hrs/day, \$43275.00 per yr	2022/2023 School Year
Classified Staff Hiring				
	Name	Position	Location	Effective Date
	Lavern Left Hand Bull	PAT ELEM (BC) /Custodian	G/1, 260 days/yr, 8 hrs/day, \$14.40 per hr Pro-Rated Contract 61 days	04/06/2022
Temporary Hires				
	Name	Position	Salary	Effective Date
	Casey Bieber	HS Activity Worker	\$15.00 per hr	04/01/2022
	Joseph Bowden	HS Activity Worker	\$15.00 per hr	04/01/2022
	Jose Hernandez	HS Activity Worker	\$15.00 per hr	04/01/2022
	Aaron Kowaleski	MS Assistant Track Coach - 1 Year Only	\$1969.00 per yr	03/21/2022
	Roberta Morin	HS Activity Worker	\$15.00 per hr	04/01/2022
	Justin Snyder	HS Activity Worker	\$15.00 per hr	04/01/2022
	Sam Wickersham	HS Activity Worker	\$15.00 per hr	04/01/2022

Substitute Hires				
	Name	Substitute Teacher	Substitute Classified	Effective Date
	Clayton Meints	\$105.00/day	95% of Step 1	04/05/2022
**	Personnel Action additions and updates made after intial publication and before scheduled school board meeting.			

Board Report - For School Board 04/15/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
95 % GROUP INC	180513		594.00
A & B WELDING SUPPLY COMPANY INC.	180514		232.42
ACCO BRANDS CORPORATION	180508		27.50
AMAZON.COM	180515		5,784.40
AMERICAN BUTTON MACHINES	180516		594.95
AMERICINN-SIOUX FALLS	180517		122.00
AMICK SOUND INC	180518		101.73
ASBSD	180519		2,000.00
ASCD	180520		59.00
BELLE FOURCHE HIGH SCHOOL	180521		30.00
BJ'S INSTRUMENT REPAIR	180522		80.00
BLACK HILLS CHEMICAL CO	180524		1,216.43
BLACK HILLS STATE UNIVERSITY	180525		190.00
BLACK HILLS TRUCK & TRAILER INC	180508		1,097.84
CASE. KEVIN	180527		2,589.42
CASH - CO	180528		169.88
CASH-AD SPONSORS	180529		63.00
CENTURYLINK	180530		451.70
CRUM ELECTRIC SUPPLY CO INC	180531		44.02
DAKOTA POTTER'S SUPPLY	180532		70.14
DELTA AIR LINES	180508		438.80
DEMCO. INC	180533		196.22
ELLISON EDUCATIONAL. INC.	180534		113.94
FIDUCIARY ACCOUNT	180535		1,150.00
GRIMMS PUMP SERVICE. INC.	180539		411.34
HAGGERTYS MUSICWORKS	180540		124.00
HARLOW'S BUS SALES. INC.	180541		41.00
HILLYARD INC	180542		300.45
HYATT REGENCY	180508		4,299.13
INNOVATIVE OFFICE SOLUTIONS	180543		444.90
JOSTENS INC	180544		64.25
JW PEPPER & SONS. INC.	180545		201.49
KILOWATT ELECTRIC INC.	180546		1,870.00
LAKESHORE LEARNING MATERIALS	180547		114.98
MENARDS	180549		192.22

Board Report - For School Board 04/15/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
MF ATHLETIC	180550		262.45
MG OIL COMPANY. INC.	180551		3,322.17
MIDWEST BUS PARTS. INC.	180552		90.50
MIDWEST TECHNOLOGY PRODUCTS	180553		71.20
MUSIC THEATRE INTERNATIONAL	180508		2,600.00
NATIONAL SPEECH & DEBATE ASSOCIATION	180554		540.00
NORTH CENTRAL BUS & EQUIPMENT CO. INC	180555		109.16
NOVUS GLASS REPAIR & REPLACEMENT	180556		270.00
PARTS TOWN	180557		60.98
PETE LIEN & SONS. INC.	180558		1,578.96
PLAY SCRIPTS. INC.	180559		434.40
POPP BINDING AND LAMINATING. INC	180560		659.80
RAPID CITY REGIONAL AIRPORT	180508		60.00
RAPID CITY WINDOW & GLASS. INC.	180562		382.38
RIVERSIDE TECHNOLOGIES INC	180563		5,100.00
ROGUE FITNESS	180508		160.83
RUSHMORE PLAZA HOLIDAY INN	180564		62.00
SAM'S CLUB	46		71.98
SDASBO	180566		85.00
SHERWIN WILLIAMS	180568		152.18
SIGNS NOW	180569		311.29
SKILLSUSA SOUTH DAKOTA	180570		360.00
SOUTH DAKOTA VOLLEYBALL COACHES ASSOC	180508		57.73
SPEARFISH SCHOOL DISTRICT	180571		80.00
STATE SUPPLY CO	180508		191.13
TAXI CHARGES	180508		44.36
TEMPERATURE TECHNOLOGY INC	180572		704.08
THUNDERBIRD LODGE	180573		349.17
TIE	180574		5,700.00
TRUE VALUE	180575		100.08
VANWAY TROPHY & AWARD. INC.	180577		133.20
VOYAGER FLEET SYSTEMS. INC.	180578		706.25
WAL-MART STORES INC	46		208.57
GENERAL FUND			<hr/> 50,501.00
FOLLETT CONTENT SOLUTIONS LLC	180537		1,380.11

Board Report - For School Board 04/15/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
FOLLETT SCHOOL SOLUTIONS. INC	180538		4,253.20
CAPITAL OUTLAY			<hr/> 5,633.31
AMAZON.COM	180515		19.98
FIDUCIARY ACCOUNT	180535		66.00
SCHOOL SPECIALTY INC.	180565		287.31
SHERATON HOTEL AND CONVENTION CENTER	180567		447.00
SPECIAL ED			<hr/> 820.29
WEBSTAURANT STORE	180508		416.85
FOOD SERVICE			<hr/> 416.85
95 % GROUP INC	180513		2,035.00
AMAZON.COM	180515		2,081.21
BLACK HILLS BAGELS	180523		8,482.50
BULK BOOKS	180526		143.70
CASH - CO	180528		1,232.00
DELTA AIR LINES	180508		1,026.20
FLYLEAF PUBLISHING	180536		1,391.52
HILTON GARDEN INN - NEW ORLEANS	180508		(1,820.59)
LEADERSHIP MATTERS LLC	180548		13,632.80
MARRIOT- CREDIT CARD	180508		987.91
PRAIRIE EDGE INC	180561		1,587.44
RIVERSIDE TECHNOLOGIES INC	180563		4,000.00
TAXI CHARGES	180508		705.74
UNDERWOOD DISTRIBUTING CO	180576		275.00
US BANK	180508		68.80
YMCA	180579		9,250.00
GRANTS			<hr/> 45,079.23
			<hr/> 102,450.68
CASH-WA DISTRIBUTING COMPANY. INC.	11725		922.28
CASH-WA DISTRIBUTING COMPANY. INC.	11726		8,751.69
CHILD AND ADULT NUTRITION	11727		2,048.33
DOMINOS PIZZA- BOX ELDER	11728		455.00
FIDUCIARY ACCOUNT	11734		15.35
HUBBELL. MELISSA	11729		47.40
PAN-O-GOLD BAKING COMPANY. INC.	11730		369.21
PRAIRIE FARMS	11731		3,344.04
REINHART FOOD SERVICE LLC	11732		6,378.09

Board Report - For School Board 04/15/2022

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
SERVALL TOWEL & LINEN SUPPLY. INC.	11733		84.27
FOOD SERVICE			<hr/> 22,415.66
			<hr/> 22,415.66
Grand Total:			<hr/> 124,866.34

PAYROLL EXPENDITURES

MARCH 7, 2022

MARCH 21, 2022

TOTALS

\$1,011,661.39

\$1,045,044.53

DOUGLAS SCHOOL DISTRICT #51-1
TRIP REQUEST

(Submit in four copies - one week in advance)

FIELD _____

Request that Douglas School District provide transportation for:

ACTIVITY X

Nature and purpose of trip: National Debate Tournament

Pick up point DHS Destination Louisville KY

Date of trip June 11 Time 7:00am
(include all stops)

Date of return June 16 Time 9:00pm

Alternate date/time _____ Alternate return date/time _____

Driver needed: Yes X No _____ Estimated miles round trip _____

Bus Mini Bus Special Ed Bus School Car Private Auto Other

Number of children to be transported 4 Number of adults to be transported 3
estimated/actual teachers / other / actual

REMINDER: A LEAVE SLIP MUST BE SUBMITTED TO THE PERSONNEL OFFICE.

Requesting Teacher Tony Mraz Activity or Subject Debate Building DHS

Other Staff: _____

TRIP APPROVAL

Account No.: _____

Date Signed: _____ Nurse: _____

Date Signed: _____ Principal: _____

Date Signed: _____ Superintendent: _____

Board approval required if an out of state or overnight trip with students. Date of Board Approval: _____

Vehicle No _____	Departure Time _____	Return Time _____	Driver Needed: Yes _____ No _____
	Mileage: Out _____	In _____	Driver Signature _____
Vehicle No _____	Departure Time _____	Return Time _____	Driver Needed: Yes _____ No _____
	Mileage: Out _____	In _____	Driver Signature _____
Vehicle No _____	Departure Time _____	Return Time _____	Driver Needed: Yes _____ No _____
	Mileage: Out _____	In _____	Driver Signature _____

TRIP VERIFICATION: I certify that the above trip was made.

Teacher Signature _____ Date _____

Transportation Supervisor's Signature _____ Date _____

DEA Item 1:

Page 17, Article XIV, Paragraph H now reads: "...If a teacher is required to substitute for an absent teacher for any amount of time, then that teacher will be paid \$15.00." Propose: "If a teacher is required to cover other positions for an absent staff member for any amount of time, then that teacher will be paid \$25.00/planning period.

Rationale: The reason for this change is that a teacher is given a plan period. This plan period is essential for a teacher to have each day. If the period is given up, the teacher then has to compensate for that time by staying later at the end of the day to finish his or her tasks. In addition, as professionals in this line of work, we should get compensated as a professional.

Conclusion: Refer this topic to the Language Committee in an effort to establish equity from K-12 with class coverage and bring recommendations once completed. Gather data on current cost and projected costs.

DEA Item 2:

Page 5, Article IV, paragraph A now reads: "An Education Council shall be composed...designated by him/her annually." Propose: "An Education Council shall be composed of two (2) teachers from each of the elementary administrative units/schools, the middle school, the senior high school, the superintendent of schools or their designee, and five (5) persons designated by him/her annually."

Rationale: This cleans up language pertaining to the membership of the Ed Council and defines the numbers per District breakdown of total council membership.

Conclusion: The School Board agrees to this language.

DEA Item 3:

Page 5, Article IV, paragraph B now reads: "Unless the members of the Council...future meeting dates." Propose: Unless the members of the Council...the Negotiated Agreement. The first meeting shall be during September as scheduled by Central Office to review group protocols and address district agenda items."

Rationale: This cleans up language pertaining to the first Ed Council meeting of the school year.

Conclusion: The School Board Item 5-1 addresses this topic - will use the language as presented by the School Board.

DEA Item 4:

Pages 12-13, Article X, paragraph B: Delete the following part of the first paragraph "because of dissatisfaction...of the School District." Move the last sentence of the paragraph "Before assignments of the new teachers...to available vacancies." This is what the first paragraph will read like: "Any teacher may request a transfer or reassignment; however, a new teacher must have spent at least one (1) year in an assignment before requesting a transfer. Before assignments of new teachers in the School District are made, consideration shall first be given to pending requests for transfer or reassignment to available vacancies.

Rationale: The reason for this change is to help clarify the transfer/reassignment language.

Conclusion: The School Board Item 5-3 addresses this topic - will use the language as presented by the School Board.

DEA Item 5:

Page 36, Article XX, paragraph A.3: We need clarification on the sentence “With respect to the annual automatic incremental increases as set forth in the salary schedule, “ Have we been doing these annual automatic incremental increases as stated here? With that statement said, is there a process to have Step Recovery for the certified employees who have been frozen over the years, but are behind employees who were hired from outside of the district at a higher Step level?

Conclusion: The Board agrees that the sentence, “With respect to the annual automatic increase as set forth in the salary schedule, a teacher must teach for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.” needs to be reworded. Refer this topic to the Language Committee to determine how best to address the situation.

In regards to the question about step-recovery, the District did give step-recovery two years ago. The salary schedule, as proposed by the School Board, addresses previous problems and the inability to give both steps and add money to the base every year. With the approval of the new salary schedule, this concern should be eliminated.

DEA Item 6:

Page 46, Appendix B Activity Salary Schedule - propose the following changes/updates of categories for the following positions:

Drama - Move (G) HS Drama Fall Play; (H) Drama Spring Play & (I) One Act Play from Category 2 to Category 1; move (I) HS Asst Drama Fall Play; (J) HS Asst Drama Spring Play & (K) Asst One Act Play from Category 5 to Category 4

Rationale: Due to the amount of time and the amount of students participating within the Drama program and the expectations of the Drama Program Director and Assistant Drama Program director to be at school to oversee the program, it is reasonable to elevate their categories to the ones we are requesting.

Robotics - Change the Robotics Advisor to read HS/MS Robotics Advisor (staying at the same Category).

Rationale: The district has robotics programs in both schools with an advisor at each school. This allows them both to be compensated.

Cheerleading - Change the name of (F) HS Asst FB Cheerleading in Category 6 to (F) HS Asst Fall Cheerleading (stays in Category 6).

Rationale: This name change illustrates the true duties of the position in assisting the head FB Cheerleader and the head Competitive Cheer coach in the fall.

Competitive Dance & Competitive Cheer - Delete the asterisks that are beside the Category 1 (E) Competitive Dance & (F) Competitive Cheer titles.

Rationale: We don't know the reason for them; thus, they should be removed.

Conclusion: The School Board agrees to all changes proposed in Item 6. In addition, the School Board would like the Language Committee to work to create a metric that delineates parameters for when extra duty activities are added to the Negotiated Agreement.

School Board Item 1: ACCEPTED AS PRESENTED

Adjust Certified Salary Schedule AND give one-time bonus for some

- Increase Base by \$5,000
- Standardize Lanes (\$5,000 each)
- Standardize Steps (\$750 each)
- Eliminate gaps between Bachelor's Step 7 and Step 10
- One-time bonus for those who don't receive at least \$3,000 raise

Rationale:

Douglas is receiving a 6% ongoing increase from the State for State Aid which needs to cover all increasing salary, benefits and other costs to the District for the 2022-2023 school year. The current salary schedule has some challenges including variable amounts for steps and lanes, a lower starting Base and an odd gap between steps 7 and 10 on the Bachelor's Lane. Increasing the Base by \$5,000 creates a more competitive market when trying to attract new teachers. Standardizing lanes and steps allows for the ability in the future to BOTH give a step to staff who have one coming AND add money into the schedule to ensure new and experienced teachers all receive a raise each year. (For an example, looking at the future, a 3% increase from the State could amount to approximately \$1,325 on the Base PLUS a step.)

Eliminating the gaps between Step 7 and Step 10 on the Bachelor's Lane makes the whole schedule more congruent.

For any teachers who do not receive at least a \$3,000 raise from the above-mentioned adjustments to the 2022-23 salary schedule, they will be given a one-time bonus (divided into 2 equal payments) so that between their ongoing raise and the bonus, every teacher will receive a minimum of \$3,000. (For example, a teacher who receives a \$2,000 raise will receive a \$1,000 bonus - \$500 to be paid on 8/19/22 and \$500 to be paid on 12/21/22.)

School Board Item 2: ACCEPTED AS PRESENTED

Increase the Board contribution to District Health Insurance by \$50/month. (page 32 of Negotiated Agreement)

Rationale:

The District has not made a significant increase toward the contribution of Health Insurance benefits for employees since the 15-16 school year (\$10/month in 16-17 and \$10/month in 17-18). For the 2022-2023 School Year, health insurance has a 3% increase in premiums - the amount added by the District covers more than that entire cost. Adding to the amount the District contributes for Health Insurance puts more money back into the pockets of District employees AND creates a more competitive market when trying to attract new teachers. Between the amount proposed for a salary increase and the amount proposed for health insurance, the total percentage going to certified staff is greater than 6%.

School Board Item 3: ACCEPTED AS PRESENTED

Increase the Board contribution to District Dental Insurance.

Rationale:

The District pays the full single premium for Dental Insurance. As this amount increases, the District will pay the increase.

School Board Item 4: ACCEPTED AS PRESENTED - will work together to determine committee members

Creation of a Language Committee (including DEA members and Executive Team members) to bring forward proposed changes to the Negotiated Agreement.

Rationale:

We have language in the Negotiated Agreement that is also duplicated in policy and sometimes also in State Law. Teacher Evaluation is one example. Language for the policy begins on page 17 of the Negotiated Agreement, and we also have policy GCN. Which one takes precedence? Can we create a study group and identify parameters to bring back a recommendation for the future for this language specifically, but also for other items similar to this that might arise in the future. As much as possible, can we eliminate having language both in policy and in the Negotiated Agreement.

School Board Item 5: ACCEPTED AS PRESENTED

Language Changes

- 1) Ed Council 1st meeting date (page 5, Item B of Negotiated Agreement) “Unless the members of the Council otherwise agree, the Council shall meet at least once per month during the school year to discuss items not covered in the Negotiated Agreement. The first meeting shall be **held in September. Meeting dates and protocol for the remainder of the year will be set at that time.** ~~during the August inservice days in order to set protocol and future meeting dates.”~~

Rationale: This aligns language with current practice.

- 2) Proposed Policy GCPB and GCPB-E(1) – addresses liquidated damages AND early notification incentive

Rationale: Our goal is to recruit and hire the best possible candidates for vacant positions. Filling certified positions late in the year makes it difficult to hire the highest quality staff members. Increasing the penalty amount to break a contract after it has been signed helps the District recoup costs associated with recruitment and hiring of staff. In addition, creating an incentive for early notification of an intent to resign/retire earlier in the school year gives the District the ability to advertise, recruit and hire high quality staff members prior to surrounding districts.

- 3) Proposed language for Involuntary/Voluntary Transfers & Assignments (begins on **page 12** of Negotiated Agreement) This is language that is currently found both in the Negotiated Agreement and in policy - once language changes are agreed upon, can we eliminate it from the Negotiated Agreement and have it only in policy?

Rationale: As we continue to grow as a District, it is important that we have a transfer and assignment process that is easier to understand and has realistic timelines that align with a more aggressive hiring structure. In addition, having the language both in policy and the Negotiated Agreement creates confusion - moving to one location simplifies the process.

- 4) Remove language for leave tied to summer school (paragraph 7 page 24 of Negotiated Agreement) ~~Teachers regularly employed in summer school may use previously accumulated sick leave up to five days and shall accumulate one additional day of sick leave during each summer session.~~

Rationale: The summer school programming is a separate authorization from the regular school year contract.

5) Remove language from the Negotiated Agreement that already shows up in Policy

a) **Family Medical Leave Act (page 24 of Negotiated Agreement) & policy GCBDE**

~~Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. (Reference GCBDE Family and Medical Leave) When a leave falls within the provision of the Family and Medical Leave Act, cost sharing for dental and health coverage in effect at the time the leave begins, will continue for the first twelve weeks, or until use of sick leave and sick leave bank benefits (when appropriate) is exhausted, whichever is longer. Thereafter the employee will be required to pay the full amount if he/she wishes to remain an active participant in the programs.~~

b) **Court Witness & Jury Duty Leave (page 26 of Negotiated Agreement) & policy GCBDC**

- i) Add the following language to policy GCBDC: **All fees received for State or Federal Court appearances or services shall be retained by the employee. For State Court, the employee shall receive his or her regular salary less any amount received for services, up to but not in excess of his or her daily rate of pay. For Federal Court, the employee shall receive his or her regular salary with no reduction for the amount received. For both State and Federal Court, within twenty (20) days, the employee is required to present the court check to Human Resources for verification of leave time.**
- ii) Eliminate the following language from the Negotiated Agreement: ~~When a School District employee is subpoenaed to testify in court (in a case in which he or she is not a party) or is summoned to serve on a jury, he or she will be granted leave when such subpoena or summons is verified. Applications for such leaves shall be made in letter form, accompanied by a copy of the summons, and submitted to the superintendent for verification and approval. Reference Board Policy GCBDC Jury Duty Leave. STATE COURT—All fees for State Court appearances or services shall be retained by the employee. An employee on “Jury Duty Leave” shall receive his or her regular salary less any amount received for services, up to but not in excess of his or her regular daily rate of pay. Within twenty (20) days of receipt of court fees, the employee is required to present the court check to the Personnel Office for verification of leave time. FEDERAL COURT—All fees received for Federal Court appearances or services shall be retained by the employee. An employee on “Jury Duty Leave” shall receive his or her regular salary with no reduction for the amount received. Within twenty (20) days the employee is required to present the court check to the Personnel Office for verification of leave time.~~

c) **Military Leave (page 27 of Negotiated Agreement) & policy GCBDD**

- i) ~~All requests for military leave will be submitted to the Superintendent in writing accompanied by copies of the proper documentation showing the necessity for the military leave request. The Superintendent shall grant leave without pay or military leave to carry out the military obligations in accordance with USERRA. (Reference Board Policy GCBDD Military Leave of Absence) Unless otherwise impossible, all requests for military leave will be submitted at least one full month in advance of the date military service is to begin. Persons returning from military leave are asked to give notice of intent to return to the Superintendent, in writing, at least one full month in advance of return date. Any employee who is on authorized military leave during the school term for the purpose of performing military duty pursuant to the provisions of USERRA shall have the option of either receiving their regular pay from the District to be reduced by the daily pay received from the military or to accept only their military pay. Such leave not to exceed fifteen (15) working days in one year (July 1 – June 30). If authorized military leave extends beyond fifteen (15) days, approval by the Superintendent will be required. Salary deductions or co-curricular assignments shall be deducted in a pro-rata amount.~~

Rationale: This is language that is already covered in policy - having language in both locations creates confusion in regards to which one takes precedence if one is updated and the other is not.

- 6) Copies and Posting of Agreement (page 41 of Negotiated Agreement) – “Upon the execution of this Agreement, ~~ten (10) copies hereof shall be furnished by the District to the Association, and the Association shall be responsible for posting a copy of the Agreement in each school building. On or before the commencement of the 2021-22 school year,~~ each teacher will be provided with an electronic copy of this Agreement via the District website.”

Rationale: Every teacher has the ability to print their own copy if they wish. Printing paper copies is no longer necessary.

- 7) Intramural coaches (page 45 of Negotiated Agreement) – “To be reimbursed as an intramural coach, the coach must spend at least 35 hours with the students during the “season”. ~~All Douglas Intramural coaches will start at step 0 during the 2008-2009 contract year. Each year thereafter, the coach will earn one experience step for each year coached in a specific intramural listed above, according to the steps listed on the schedule. Only experience in Douglas Intramurals beginning 2008-2009 will be considered when placing a coach on the appropriate step. The experience will be considered separately for each intramural listed above. An intramural coach new to Douglas will be placed on step 0. Any Douglas activities that are to be added to the Intramurals listed above will only be considered during negotiations between the Douglas School Board and the Douglas Education Association.”~~

Rationale: The language is redundant and outdated. Intramural coaches are moved on the extra duty schedule in the same manner as other coaches.

- 8) Throughout the Negotiated Agreement - where “Superintendent” is referenced, language including “or designee” will be added.

Rationale: Given the new Administrative Structure, and as the District grows, there may need to be certain responsibilities delegated to other Administrative members of the Executive Team, where appropriate.

- 9) ADD Language clarifying involvement at family engagement activities & meetings outside of duty hours.

Rationale: Utilize the Language Committee to provide clear and consistent District-wide expectations.

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

ARTICLE I
NAME AND ADDRESS

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

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

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

ARTICLE II
PURPOSE

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

ARTICLE III
MEMBERSHIP

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

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

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

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

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

(c) Adopt these Bylaws by appropriate resolution;

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

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

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

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

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

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

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

ARTICLE IV TRUST BOARD

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

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

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

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

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

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

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

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

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

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

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

(e) To establish standards for equity distribution.

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

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

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

ARTICLE V ADVISORY COMMITTEES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI MEETINGS OF THE TRUST BOARD

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

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

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

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

ARTICLE VII CONFLICTS OF INTEREST

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

ARTICLE VIII RELATED PARTY TRANSACTIONS

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

ARTICLE IX MEMBERSHIP MEETINGS

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

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

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

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

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

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

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

ARTICLE X TERMINATION OF MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI CONTRIBUTIONS AND FINANCES

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

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

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

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

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

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

ARTICLE XII
TRUST ADMINISTRATOR

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

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

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

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

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

ARTICLE XIII
MISCELLANEOUS

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

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

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

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

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

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

ARTICLE XIV FISCAL YEAR

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

ARTICLE XV NOTICES

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

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

ARTICLE XVI
AMENDMENT OF RULES AND REGULATIONS

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

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

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

TRUST BOARD
ASB PROTECTIVE TRUST

By: _____
Chair

WITNESS

Secretary/Treasurer
Trust Board
ASB Protective Trust

EFFECTIVE _____
Amended:
XXX Date, 2022

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

ABC School District

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

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

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

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

Dated:

Board of Education

Chairman

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

Dated:

Business Manager
ABC School District

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

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

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

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

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

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

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

Done this _____ day of _____, 2022, at _____ South Dakota.

School Board President

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

Business Manager

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

WHEREAS, the Douglas 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

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:	<u>\$900,000</u>
Difference	\$434,740

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

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

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

Total Termination Contribution amounts for Section 5.6.1 example:

Highest one month of premium times two:	\$29,813 x <u>1</u> =	\$29,813
Responsibility to leave the fund in sound financial position:		\$13,042
Total Termination Responsibility:		\$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:	<u>Not Applicable</u>
Difference	Not Applicable

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

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

Not Applicable

Total Termination Contribution amounts for Section 5.6.2 example:

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as the “Memorandum”, entered into on this ____ day of _____, 2022 by and between Douglas School District, located at 400 Patriot Drive, Box Elder, SD 57719, and the City of Box Elder, located at 420 Villa Dr. Box Elder, SD 57719, and collectively known as the “Parties” for the purpose defining the expectations regarding trail renovation and maintenance of FoxBorough Trail/Park (see attached map).

RECITALS:

WHEREAS, The Douglas School District owns parcel # 2217201001; and

WHEREAS, The City of Box Elder owns parcel #2217202037; and

WHEREAS, FoxBorough Trail/Park runs along and within each parcel; and

WHEREAS, The City of Box Elder, in cooperation with Douglas School District, is seeking grant funding to renovate the FoxBorough Trail/Park, including replacement of bridging and other trail components.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties recognize and agree as follows:

RESPONSIBILITIES OF THE PARTIES

1. City of Box Elder. Should grant funding be obtained sufficient to adequately renovate the FoxBorough Trail/Park, the City of Box Elder shall conduct maintenance on all walking trail elements (not including disc golf portions/areas). Maintenance is defined as inspections and actions needed to ensure the trail’s integrity. The walking trail will be mowed on each side by the City of Box Elder, not to exceed 72 inches per side, to ensure the trail is not over-grown with vegetation. If funding is obtained to provide asphalt for the trail, the City of Box Elder will sweep and/or plow the trail when needed. The trail elements (walking trail) will be the responsibility of the City of Box Elder. In addition, the City of Box Elder will provide staffing to assist with and coordinate renovation activities if funding is obtained.
2. Douglas School District. The Douglas School District shall be responsible for the disc golf course (located within Parcel #2217201001) and all portions/areas therein. The bridge remains the responsibility of the Douglas School District. However, the City of Box Elder will provide assistance with maintenance in cooperation with the Douglas School District.
3. Additional Renovation Expenditures. Unless otherwise agreed to by the Parties, neither Party shall be obligated to expend funds to renovate FoxBorough Trail/Park in excess of any grants received for that purpose.

TRAIL LIGHTING

The City of Box Elder, in collaboration with the Douglas School District, will seek funding to develop and install a trail lighting system. If funded, negotiations between the City of Box Elder and the Douglas School District will take place to determine the party responsible for lighting project coordination and shared costs for continued maintenance and electric fees.

TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of five (5) years from the date of signature and may be extended upon mutual agreement of the Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum may be terminated, amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum may be terminated by either party with thirty (30) days advance written notice.

FUNDING-OUT CLAUSE

This Memorandum depends upon the continued availability of appropriated funds and expenditure authority from the City of Box Elder for this purpose. If for any reason the City of Box Elder fails to appropriate funds or funds become unavailable by operation of law, this Memorandum will be terminated by the City of Box Elder. Termination for any of these reasons is not a default by the City of Box Elder nor does it give rise to a claim against the City of Box Elder.

GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of South Dakota.

ASSIGNMENT

Neither party to this Memorandum may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time.

Upon the signing of this Memorandum by both Parties, this agreement shall be in effect.

This Memorandum shall be signed by _____, _____, Douglas School District and Nicole Schneider, City Administrator, City of Box Elder and shall be effective as of the date first written above.

SIGNED:

_____, _____
Douglas School District Date

Nicole Schneider, City Administrator Date
City of Box Elder



Legend

Project:

- Replace current bridge with box culverts
- Replace and slightly upsize metal culvert
- Abandon current trail and place back into grassland / green space
- Create new trail section connection
- Create new trail section to connect to 225th Street
- Create new trail connecting Veteran's Park and Prairie Road to existing trail while regrading/filling portions with slope issues

Overall:

- Rehabilitate existing trails (including Veteran's Park) by providing additional base
- Provide an 9-foot-wide asphalt surface on all trail components (including Veteran's Park)
- Enhance existing and provide for new crosswalks (if needed) on Tower Road, 225th Street, and Prairie Road
- Provide crosswalk and street lighting at each crosswalk (Tower & 225th) Lighting exists on Prairie Rd.

Map Notes:

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



BID ITEM # 373
PLAN HOLDERS LIST/TAB RECORDING SHEET
FRANCIS CASE HEATING SYSTEM REPLACEMENT
BID OPENING: MARCH 17, 2022, 2:00 P.M.

	BIDDERS	BID SECURITY	AMOUNT	TOTAL
1	HEIL	✓		1,307,830 ⁰⁰
2	PDI	✓		875,000 ⁰⁰
3				
4				

ADDED

1, 2

ADDED

1, 2



7-5 MICHIGAN -
FRUITS

SECTION	G	TITLE	Personnel	FILE	GCPB
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Resignation of Professional Staff Members

Liquidated Damages

If a professional staff member intends to resign from his/her position, notice must be given to the Board at the time of contract renewal. Should a professional staff member resign at a time other than that of contract renewal, Board approval will be required to dissolve the contract.

Beginning with the ~~2022-23~~ ~~2016-17~~ school year, the professional staff member may be required to pay liquidated damages in the amount of ~~\$1,000~~ ~~\$500~~ after June 1; ~~\$2,000~~ ~~\$1,000~~ after July 1; ~~\$3,000~~ ~~\$1,500~~ after August 1; and ~~\$4,000~~ ~~\$3,000~~ after September 1.

Early Notification Incentive

Employees resigning/retiring at the end of the current contract year that give official early notification of resignation/retirement will be eligible for a tiered incentive. To qualify, notification must be submitted on form GCPB-E(1) to Human Resources on or before the following dates:

If Resignation Received by (Date)	Incentive Amount
November 1, 4:00 PM	\$1,500
December 1, 4:00 PM	\$1,000
February 1, 4:00 PM	\$500
After February 1	\$0

The incentive will be paid with the employee's last regular payment and will be subject to applicable payroll deductions. Notifications of resignation or retirement received after the dates listed above will not qualify for an incentive.

Note: Does not apply to applicants approved for voluntary separation compensation.

REFERENCES

State Reference:

SDCL 13-43-6

SDCL 13-43-6.6

Adoption History

First Reading	7/13/2015		
Approved	8/10/2015		
First Reading Revision	4/7/2022		
Approved			



NEW

GCPB-E(1)

Application for Early Resignation Notification Incentive Pay

Employee Name: _____	Employee's Current Position: _____
Below To be completed by Human Resources:	
Date Received: _____	
Time Received: _____	
Letter of Resignation Attached: ___ Yes ___ No	
Received By: _____	

Incentive Payment Amounts

If Resignation Received by (Date)	Incentive Amount
November 1, 4:00 PM	\$1,500
December 1, 4:00 PM	\$1,000
February 1, 4:00 PM	\$500
After February 1	\$0

Notes:

- This Application for Early Resignation Notification Incentive Pay, along with a written letter of resignation, must be submitted to the District's Human Resources office.
- This Application for Early Resignation Notification Incentive Pay is considered final once approved by the Board of Education.
- The Employee's resignation is effective on the last duty day for the contract term. The Employee will perform all duties for the current contract term and will work through the last day of the contract term.

I have carefully read this Agreement, and I fully understand it.

Employee Signature: _____ Date: _____

Printed Name: _____ Job Title: _____

Superintendent/Designee Signature: _____ Date: _____