HAYSVILLE USD 261

Resolutions of the Board of Education

(*Kansas Education Risk Management Insurance Pool)*

November 16, 2015

At a meeting of the members of the Board of Education (the "**Board**") of Haysville USD 261, a Kansas unified school district (the "**District**"), on November 16, 2015, the following resolutions were duly adopted by a _____ vote of the members of the Board:

WHEREAS, the District entered into that certain Interlocal Governmental Agreement and Bylaws dated as of June 26, 2015 (the "**Original Agreement and Bylaws**") with other school districts located in the state of Kansas (the "**Participating Districts**") in order to establish the Kansas Educational Risk Management Pool ("**KERMIP**") for the purpose of administering a group-funded pool for the acquisition of insurance coverage;

WHEREAS, the District and the Participating Districts desire to separate the interlocal cooperation agreement provisions from the bylaws provisions of the Original Agreement and Bylaws by amending and restating the Original Agreement and Bylaws and entering into an Interlocal Cooperative Agreement substantially in the form attached hereto as **Exhibit A** (the "**Cooperative Agreement**") and the Amended and Restated Bylaws (the "**Restated Bylaws**"), substantially in the form attached hereto as **Exhibit B**, each to govern the business and affairs of KERMIP and the administration of the insurance coverage program thereunder; and

WHEREAS, the Board has determined that it is in the best interest of the District to adopt the Restated Bylaws and to enter into the Cooperative Agreement to amend and restate the Original Agreement and Bylaws in its entirety.

NOW THEREFORE BE IT RESOLVED, that the Cooperative Agreement has been reviewed by the Board, and entry into the Cooperative Agreement and all of the transactions contemplated thereby, including the acquisition of insurance coverage, be and hereby are, adopted, ratified and approved in all respects.

RESOLVED FURTHER, that having been reviewed by the Board, entry into the Restated Bylaws be, and hereby is, adopted, ratified and approved in all respects.

RESOLVED FURTHER, that Clint Schutte (the "**Representative**") be, and hereby is, appointed and authorized, directed and empowered, to do or cause to be done all such acts or things and to execute and deliver, or cause to be executed and delivered, and file, or cause to be filed, all such instruments, certificates and documents, including the Cooperative Agreement and the Restated Bylaws, in the name and on behalf of the District or otherwise, as the Representative deems necessary, advisable, convenient or proper to effect the intent of each and every one of the

foregoing resolutions and the undertakings of the District with respect to KERMIP, including, without limitation:

(a) the Representative shall be, and hereby is, authorized and directed to approve amendments, revisions and substitutions, as necessary, to the Cooperative Agreement and the Restated Bylaws as directed or required by the Office of the Kansas Attorney General consistent with K.S.A. 12-2904;

(b) the Representative shall be, and hereby is, authorized and directed to approve amendments, revisions and substitutions, as necessary, to the Cooperative Agreement and the Restated Bylaws as directed or required by the Kansas Department of Education and K.S.A. 72-8230; and

(c) the Representative shall be, and hereby is, authorized and directed to act on behalf of the District to elect Trustees of KERMIP and vote on all other matters presented before the members at any meeting of the members of KERMIP or by written consent in lieu of a meeting of the members of KERMIP, all in accordance with the Cooperative Agreement and Restated Bylaws.

RESOLVED FURTHER, that the Cooperative Agreement and Restated Bylaws are ratified, approved and adopted substantially in the form presented to the Board for review, together with such changes that the Representative executing the same may approve as necessary and appropriate, such approval to be conclusively evidenced by the Representative's execution and delivery thereof.

RESOLVED FURTHER, that all acts and activities of the Board and the District's Representative, officers, employees, and agents, taken in the name and on behalf of the District, in connection with the matters contemplated by the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed and approved.

_____
Susan Walston, President

STATE OF KANSAS)
) ss.
COUNTY OF _____)

Signed or attested before me on November ___, 2015 by Susan Walston.
Given under my hand and official seal, this ___ day of November, 2015.

_____
Notary Public
My commission expires: _____

EXHIBIT A
COOPERATIVE AGREEMENT

See attached.

EXHIBIT B
RESTATED BYLAWS

See attached.

KANSAS EDUCATIONAL RISK MANAGEMENT INSURANCE POOL INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is by and among the Boards of Education, Governing Boards or Controlling Authorities of the school districts and state agencies listed on **Appendix A**, attached hereto, each of which may be referred to hereinafter as a "District" and which, collectively, may be referred to hereinafter as the "Districts."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, at K.S.A. § 12-2901 *et seq*., authorizes the parties hereto to contract for certain joint cooperative purposes;

WHEREAS, K.S.A. § 12-2617 authorizes five or more municipalities, including school districts, to enter into agreements to pool their liabilities in group-funded pools for certain lines of coverage;

WHEREAS, the Districts listed on **Appendix A**, hereto, desire to enter into a cooperation agreement to establish the Kansas Educational Risk Management Insurance Pool ("KERMIP" or the "Pool") for the purposes of administering a group-funded pool to effectively manage and contain costs for coverage of certain losses by pooling certain risks among the Districts; and

WHEREAS, the creation of an Account (as defined below) is not intended by the Pool or any District to constitute the transaction of insurance business within the State of Kansas.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Districts as set forth on **Appendix A** agree as follows:

AGREEMENT:

1. Purpose of Agreement.

The purposes and intent of this Agreement are to (a) establish the Pool to effectively manage and contain costs for coverage of certain losses by pooling certain liabilities for certain lines of coverage among the Districts as authorized under K.S.A. § 12-2617; and (b) provide, through the Pool, certain claims and risk management services related to the liabilities so pooled and assist Members (as defined below) in reducing and preventing such liabilities.

2. Members of the Pool.

The Districts set forth on **Appendix A** are the initial participants of the Pool (each a "Member" and, collectively, the "Members"). Appendix A may be amended from time to time upon the prior approval of two-thirds (2/3) of the Members and written notice to the Kansas Insurance Department, the Kansas Attorney General's Office, and the Kansas Department of Education. Any additional Members may not be joined until executing the joinder agreement to the KERMIP Interlocal Agreement attached hereto as **Appendix B**. Every Member shall purchase and participate in the entire offering of the Pool's Mandatory Coverage as set forth on

Exhibit A. **Exhibit A** may be amended from time to time upon the prior approval of two-thirds (2/3) of the Members to include additional coverage on a collective basis as the Pool may require for all Districts from time to time consistent with this Agreement.

3. Oversight and Administration of the Pool.

(a) Board of Trustees.

(1) The Board of Trustees of the Pool (the "Board") shall be responsible for the Pool's administrative operations. The Board may delegate to an individual or entity (the "Administrator") certain of the day-to-day functions of the Pool's administrative operations consistent with this Agreement and the Pool's Bylaws.

(2) The Board shall consist of a minimum of three (3) and not more than twelve (12) Trustees elected by the Members each to serve as a Trustee on the Board. Individuals must be current members of a board of education of a Member to be eligible to serve as a Trustee. Trustees to serve on the Board shall be elected by the Members at the annual meeting of Members. If, however, a Trustee resigns, is removed, becomes unable to serve, or otherwise vacates his/her position on the Board, then the Members shall elect a replacement at a special meeting of the Members or by the written consent of a majority of the Members within thirty (30) days from the date of the vacancy to fill the vacancy for the remainder of the unexpired term. Any Trustee that resigns or is terminated from his/her position as a member of the respective District's board of education shall be deemed to have resigned and/or terminated his/her position as a Trustee, effective as of the date of such board of education resignation or termination.

4. Financing the Cooperative Undertaking.

(a) The financing of the cooperative undertaking of the Pool will consist of a monetary fund established from Member contributions made each Fiscal Year and maintained by the Pool to pay loss claims arising in the year of contribution (the "Account"). The Account shall be held and invested by the Treasurer of the Pool in compliance with all laws, statutes, ordinances and regulations applicable to the Pool and Kansas school districts. It is contemplated that each District's Member contribution payment into the Account will be set in direct proportion to the pro rata share of insurance costs for coverage administered by the Pool for that District, or on such other reasonable bases as may be determined appropriate by the Members consistent with this Agreement and the Pool's Bylaws, including necessary and reasonable costs to operate the Pool.

(b) The Pool shall establish a loss fund for each Fiscal Year of operation, out of which to pay loss claims that arise in that year. The size of each loss fund shall be recommended by the Administrator or an insurer and may be adjusted by the Members at such times as it deems necessary to protect the best interests of the Pool.

5. Under Treasurer's control.

The Account shall be held and invested by the Treasurer in compliance with all laws, statutes, ordinances and regulations applicable to the Pool and Kansas school districts.

6. Administrative expenses of the Pool.

The costs of administering the Pool, including but not limited to costs to fund Loss Funds and operating costs, shall be paid out of the Account. It is contemplated that the Account will contain a sufficient amount of funds at all times to pay the administrative expenses of the Pool.

7. Funding and administering the Account.

It is contemplated that each District's Member contribution Payment into the Account will be set in direct proportion to the pro rata share of insurance costs for coverage administered by the Pool for that District, or on such other reasonable bases as may be determined appropriate by the Board and consistent with this Agreement, including necessary and reasonable costs to operate the Pool. Member contribution Payments will be determined, and the Account will be administered, in the following manner:

(a) At least 60 days prior to the start of each Fiscal Year, the Administrator or designated agent of the Pool will determine the amount of total premium payments from all of the Districts necessary to fund anticipated expenses of the Pool. The factors to be considered in determining a District's Member contribution Payment shall include the following: 1) property values; 2) number of vehicles owned or covered; 3) size of the student body; 4) size and scope of extracurricular activities; 5) District budget; 6) claim or loss experience of the District; 7) payroll of the District; 8) a property appraisal provided by the District not more than five (5) years old from the beginning of the policy period and then updated each five years thereafter; 9) premiums paid by the Pool, professional fees and expenses to operate the Pool and miscellaneous expenses determined by the Executive Committee to be necessary and reasonable to operate the Pool; 10) such other information as may be reasonably needed and customarily used in the insurance industry for the purpose of evaluating the liability and loss protections for the Pool and operations of the Pool, on a form to be provided by the Administrator.

(b) The Administrator shall recommend and the Board shall determine how the administrative expenses shall be allocated among the Districts consistent with the pro rata sharing of expenses as set forth herein.

(c) The Board, at least 30 days prior to the start of each Fiscal Year, may approve the recommendations of the Executive Committee regarding the determination of administrative expenses and the manner in which such expenses shall be allocated among the Districts.

(d) The Account will be administered during the Fiscal Year as a single fund without regard to the level of expense for a particular District.

8. Supplementary payments.

If, during any Fiscal Year, subsequent to the initial Fiscal Year, the funds on hand in the Account are insufficient to pay expenses of administration of the Pool, the Board may require supplementary payment from all Districts. Such payment shall be made in the same proportion as any prior payment made by the District during that year in which the deficiency occurred and shall be due from each District upon its receipt of notification of the supplementary payment amount by the Administrator as approved by the Board.

9. Establishment of Fiscal Year Loss Funds.

The Pool shall establish a Loss Fund for each Fiscal Year of operation, out of which to pay loss claims that arose in that year. The size of each Loss Fund shall be recommended by the Administrator or an insurer and may be adjusted by the Board at such times as it deems necessary to protect the best interests of the Pool.

10. Close-out of Loss Funds.

The Pool shall continue to maintain each Loss Fund until such time as claims arising in that Fiscal Year can no longer be brought against the Districts, at which point the Pool shall close out the Loss Fund for that Fiscal Year. To the extent that any funds remain in a Loss Fund after close-out, the Pool shall return such surplus to the Districts based upon a pro rata calculation of each District's contribution to the Loss Fund for that Fiscal Year.

11. Effective Date.

This Agreement shall be subject to, and shall not be effective until receiving: (a) the approval of the Kansas Attorney General as required by K.S.A. § 17-2904(g) and (b) the approval of the Kansas State Board of Education. The effective date of this Agreement will be the last date on which approvals of the Kansas Attorney General, the Kansas Secretary of State, the county registrar of deeds of each District and the State Board of Education are received.

12. Existence and Duration of the Pool.

(a) KERMIP is a separate legal public entity organized pursuant to the Kansas Municipal Group-Funded Pool Act at K.S.A. 12-2616 et seq., constituting an interlocal municipal group-funded pool as provided by law. The Pool is formed, financed, organized and shall operate in accordance with the provisions of this Agreement and the Pool's Bylaws.

(b) The duration of the Pool and this Agreement shall be five (5) years, unless earlier terminated as provided herein. Upon the expiration of such five (5) year term, this Agreement as amended, shall renew for consecutive five (5) year terms, each renewal term to be effective upon receipt of all necessary approvals by the Kansas Attorney

General and the Kansas State Board of Education (collectively, the "Agencies"). For the avoidance of doubt, the receipt of approvals by both of the Agencies at any time shall constitute the commencement of a new five (5) year term.

13. Termination.

The Pool shall terminate upon the occurrence of any of the following events:

(a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Pool is invalid or contrary to law;

(b) The number of Districts is not sufficient to support an insurance Loss Fund at the self-insured retention level established for the Pool in the amount as recommended by the Administrator and approved by the Members;

(c) The Members approve, by a two-thirds (2/3) vote, a motion to dissolve and terminate the Pool;

(d) The Pool is ordered to dissolve by the Kansas Insurance Department for failing to comply with state law regarding the operation of a pool; or

(e) The Kansas State legislature terminates the Pool pursuant to the authority under K.S.A. 72-8320(a)(4).

14. Disposition of Pool Property upon Termination.

Upon termination, the Pool may be dissolved by the Members and the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board, shall be distributed exclusively to the Districts that are Members of the Pool immediately prior to dissolution of the Pool, such assets distributed to be used for one or more public purposes.

15. Enforcement of Agreement and applicable law.

This Agreement may be enforced in law or equity either by the Pool itself or by any District. This Agreement shall be enforceable by or against a District or the Pool solely in the courts in Kansas having proper jurisdiction and venue of the parties. This Agreement shall be construed solely under the applicable law of the State of Kansas.

16. Severability.

In the event that any provision of this Agreement is declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any District, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

17. Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of separate counterparts, which taken together shall constitute a single instrument.

18. Applicability of Agreement.

This Agreement shall be binding on each District and any successor District thereof.

19. Amendments to this Agreement.

This Agreement may only be amended or modified by: (a) a mandate of the Kansas legislature, or (b) the affirmative vote of two-thirds (2/3) of the Members with such amendments are made effective subject to the approval of the Kansas Attorney General and the State Board of Education. Any changes to Appendix A of this Agreement solely to add or remove a District as a Member of the Pool shall not constitute an amendment or modification of this Agreement and shall not be deemed a new agreement.

20. Contractual Provisions Attachment.

The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as **Appendix C**, are hereby incorporate in this contract and made a part thereof.

21. Conflict with Amended and Restated Bylaws.

In the event of any conflict between this Agreement and the Bylaws, now existing or hereafter entered into, the terms of this Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

ANTHONY HARPER USD 361

By:_____
Printed Name: Josh Schwartz
Title: Superintendent, Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF HARPER)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared John Schwartz, who states he is the Authorized Representative of ANTHONY HARPER USD 361, and he is duly authorized in his capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that she has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

BALDWIN CITY USD 348

By:_____
Printed Name: Cynde Frick
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Cynde Frick, who states she is the Authorized Representative of BALDWIN CITY USD 348, and she is duly authorized in her capacity as the Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that she so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

BLUESTEM USD 205

By:_____
Printed Name: Joel R. Lovesee
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Joel R. Lovesee, who states he is the Authorized Representative of BLUESTEM USD 205, and he is duly authorized in his capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

ELL SALINE USD 307

By:_____
Printed Name: Jerry L. Minneman
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF SALINE)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Jerry L. Minneman, who states he is the Authorized Representative of ELL SALINE USD 307, and he is duly authorized in his capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that she has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

HAYS USD 489

By:_____
Printed Name: Tracy Kaiser
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Tracy Kaiser, who states she is the Authorized Representative of HAYS USD 489, and she is duly authorized in her capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that she so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

HAYSVILLE USD 261

By:_____
Printed Name: Dr. Clint Schutte
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this 16th day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Dr. Clint Schutte, who states he is the Authorized Representative of HAYSVILLE USD 261, and he is duly authorized in his capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

ROSE HILL USD 394

By:_____
Printed Name: Roger Miller
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Roger Miller, who states he is the Authorized Representative of ROSE HILL USD 394, and he is duly authorized in his capacity as Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the undersigned acknowledges and represents that she has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

SE OF SALINE USD 306

By:_____
Printed Name: Stephanie Hettenbach
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF SALINE)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Stephanie Hettenbach, who states she is the Authorized Representative of SE OF SALINE USD 306, and she is duly authorized in her capacity as the Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that she so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

My commission expires:

[*Signature Page of Interlocal Cooperation Agreement*]

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

EUDORA USD 491

By:_____
Printed Name: Steve Splichal
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Steve Splichal, who states he is the Authorized Representative of EUDORA USD 491, and he is duly authorized in his capacity as the Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the undersigned acknowledges and represents that he/she has the full authority as granted by the Board of Education of the below District to enter into this Agreement on the District's behalf in furtherance of the KERMIP program.

DEERFIELD USD 216

By:_____
Printed Name: _____
Title: Authorized Representative

STATE OF KANSAS)
) ss.
COUNTY OF KEARNY)

On this ____ day of November, 2015, before me, a Notary Public in and for said County and State, personally appeared Dr. Daniel Slack, who states he is the Authorized Representative of DEERFIELD USD 216, and he is duly authorized in his capacity as the Authorized Representative to execute the foregoing instrument for and in the name and behalf of the School District and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written

_____
NOTARY PUBLIC

EXHIBIT A

MANDATORY COVERAGE

(a) Blanket Property Liability Coverage

(1) Buildings, contents, mobile equipment, EDP equipment, EDP media, EDP extra expense including mechanical breakdown, AV equipment, valuable papers, fine arts, accounts receivable, musical instruments, builders risk, business interruption, extra expense, auto physical damage, miscellaneous property, artificial turf & fiber optics, crime.

(b) General Liability Coverage

(1) Automobile Liability

(2) School Board, Employment Practices and Employee Benefit Liability

(c) Law Enforcement Liability Coverage

(d) Professional Liability Coverage

APPENDIX A

List of Districts participating in the Pool
(To be updated annually by the Board)

ANTHONY HARPER USD 361

BALDWIN CITY USD 348

BLUESTEM USD 205

DEERFIELD USD 216

ELL SALINE USD 307

EUDORA USD 491

HAYS USD 489

HAYSVILLE USD 261

ROSE HILL USD 394

SE OF SALINE USD 306

APPENDIX B

Form of Joinder Agreement
(For substitute and additional school districts
becoming Districts pursuant to Article X)

KANSAS EDUCATIONAL RISK MANAGEMENT INSURANCE POOL
JOINDER AGREEMENT

This JOINDER AGREEMENT is made as of [date] by and between the undersigned Kansas Educational Risk Management Pool ("Pool") and [Name of School District], ("School District") and supplements the signature page of the Pool's Interlocal Cooperation Agreement and the Pool's Amended and Restated Bylaws, (the "KERMIP Agreements"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreements.

RECITALS

WHEREAS, the School District has been admitted as a District of the Pool, and the parties desire that the School District become a party to the KERMIP Agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby agrees as follows:

1. Agreement to be Bound. The School District hereby agrees that upon execution of this Joinder Agreement, such School District shall become a party to the KERMIP Agreements and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the KERMIP Agreements as though such School District were an original party thereto.

2. Successors and Assigns. This Joinder Agreement shall bind and be enforceable by the Pool and the School District and their respective successors and assigns.

3. Effective Date. This Joinder Agreement shall be effective as of the date that the School District was admitted as a District in the Pool.

4. Counterparts. This Joinder Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first above written.

Kansas Educational Risk Management Insurance Pool

By: _____
[Name of Chairperson]

Chairperson

[Name of School District]

By:_____

[Printed Name]

[Title]

APPENDIX C

Contractual Provisions Attachment (Form DA 146a (Rev. 06-12)

(see attached)

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS EDUCATIONAL RISK MANAGEMENT INSURANCE POOL (KERMIP)

AMENDED AND RESTATED BYLAWS

Dated: November 16, 2015

TABLE OF CONTENTS

ARTICLE I Definitions....1

ARTICLE II The Board....3

ARTICLE III Officers....6

ARTICLE IV Committees....8

ARTICLE V Compensation and Liability....10

ARTICLE VI Insurance Coverage....11

ARTICLE VII Meetings and Obligations of Districts....12

ARTICLE VIII Admission of a District....14

ARTICLE IX Withdrawal of a District....14

ARTICLE X Expulsion of a District....16

ARTICLE XI Termination of the Pool....18

ARTICLE XII Effect of Agreement....19

ARTICLE XIII Miscellaneous....20

KANSAS EDUCATIONAL RISK MANAGEMENT INSURANCE POOL ("KERMIP")

AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws, hereinafter referred to as these "Bylaws" are entered into by and among the school districts listed on **Appendix A**, attached hereto, each of which may be referred to hereinafter as a "District" and which, collectively, may be referred to hereinafter as the "Districts."

WITNESSETH:

WHEREAS, K.S.A. 12-2617 authorizes five or more municipalities, including school districts, to enter into agreements to pool their liabilities in group-funded pools for certain lines of coverage;

WHEREAS, the Districts listed on **Appendix A**, hereto, desire to establish the Kansas Educational Risk Management Pool ("KERMIP" or the "Pool") for the purposes of administering a group-funded pool pursuant to these Bylaws by and among the Districts for the acquisition of the Mandated Coverages described in **Exhibit A** and any Optional Coverages as that term is hereinafter defined.;

WHEREAS, the intent and purpose of the Pool is to effectively manage and contain costs for coverage of certain losses by pooling certain risks among the Districts;

WHEREAS, the Districts entered into that certain Interlocal Governmental Agreement and Bylaws on June 26, 2015 in order to submit such governing document to the Kansas Insurance Department and the State of Kansas Attorney General in furtherance of formation of the Pool;

WHEREAS, the Office of the State of Kansas Attorney General subsequently required the Interlocal Governmental Cooperation Agreement be separated from the Bylaws of the Pool;

WHEREAS, the Districts desire to enter into these Bylaws, as separated from the Interlocal Governmental Cooperation Agreement, to replace in their entirety the previous Bylaws and to further set forth the administration and governance of the Pool; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Districts as set forth on **Appendix A** agree as follows:

ARTICLE I
Definitions

The following terms shall have the meaning set forth below:

1.1 **ACCOUNT** means the financial institution account holding Member contributions to the Pool as described more fully in the Interlocal Cooperation Agreement.

1.2 **ADMINISTRATOR** means the individual or entity designated by the Members to carry out the day-to-day functions of the Pool as delegated by and with the oversight of the Board.

1.3 **BOARD OF TRUSTEES** or **BOARD** means the collective group of Trustees responsible for the oversight of the administration and operations of the Pool.

1.4 **CHAIRPERSON** means a Trustee elected by the Board to lead the business of the Board.

1.5 **DISTRICT** means a Member school district listed on **Appendix A**.

1.6 **OPERATIONS COMMITTEE** means a committee of the Representatives, which shall consist of the President, the Secretary, the Treasurer and up to eight (8) other Representatives as elected by the Board, as voting members, and the Administrator as an ex officio member.

1.7 **FISCAL YEAR** means the twelve (12) month period commencing each July 1 and ending the following June 30.

1.8 **INTERLOCAL COOPERATION AGREEMENT** means the Interlocal Cooperation Agreement entered into by the Members pursuant to the Interlocal Cooperation Act and K.S.A. 12-2904 and K.S.A. 72-8230.

1.9

(a) **MANDATORY COVERAGE** means all related property, casualty, automobile and boiler/machiner coverages as further described in **Exhibit A**. the mandatory provisions that must be maintained by each Member, including the insurance protections and programs approved by the Board for the benefit of the Districts.

(b) **OPTIONAL COVERAGE** means coverage offered by the Pool to the Districts in addition to the Mandatory Coverage.

1.10 **MEMBER** means a District that is an admitted participant of the Pool.

1.11 **OFFICER** means each of the President, Secretary, and Treasurer as elected by the Board.

1.12 **PRESIDENT** means a Representative elected by the Board to carry out the duties of President as enumerated in these Bylaws.

1.13 **REPRESENTATIVE** means a Member's treasurer, business manager or other management personnel authorized by the board of education, governing board, or other controlling authority of the respective Member to be such Member's authorized representative for purposes of the Pool to act on behalf of the Member's interests in the Pool.

1.14 **SECRETARY** means a Representative elected by the Board to carry out the duties of Secretary as enumerated in these Bylaws.

1.15 **TREASURER** means a Representative elected by the Board to carry out the fiscal and financial business of the Pool as directed by the Operations Committee and with the oversight of the Board.

1.16 **TRUSTEE** means a resident of the State of Kansas and member of a District's board of education, who is elected by the Members at the annual meeting of the Pool to serve as a member of the Board. A Trustee may not be an owner, officer or employee of any service agent or service representative.

1.17 **VICE-CHAIRPERSON** means the person elected by the Board to carry out all the duties of the Chairperson in the event that the Chairperson is absent, unable to act, or refuses to perform the duties of that office.

ARTICLE II
The Board

2.1 **Composition**.

The Board shall consist of a minimum of three (3) and not more than twelve (12) members elected by the Members each to serve as a Trustee on the Board of Trustees for the Pool. Individuals must be current members of a board of education of a Member to be eligible to serve as a Trustee. Trustees to serve on the Board shall be elected by the Members at the annual meeting of Members. If, however, a Trustee resigns, is removed, becomes unable to serve, or otherwise vacates his/her position on the Board, then the Members shall elect a replacement at a special meeting of members or by written consent of a majority of the Members within thirty (30) days from the date of the vacancy to fill the vacancy for the remainder of the unexpired term. Any Trustee that resigns or is terminated from his/her position as a member of the respective District's board of education and shall be deemed to have resigned from his/her position as a Trustee, effective as of the date of such resignation or termination.

2.2 **Terms of office**.

(1) The term of office of Trustees shall expire on the earlier of (a) a date that is three (3) years from the effective date of election as Trustee; or (b) the date that the Trustee's term expires as a member of the board of education of a Member. There shall be no limit to the number of consecutive terms that a Trustee may serve on the Board. All terms commence on July 1 following the preceding twelve (12) month period from July 1 to June 30 ("Fiscal Year") in which the Member was elected. The Trustees shall serve staggered terms as described at **Appendix C**, attached hereto.

2.3 **Oversight and Administration of the Pool**.

(a) Board of Trustees.

(1) The Board shall be responsible for the oversight of the Pool's administrative operations. The Board may delegate to an Administrator certain of the day-to-day functions of the Pool's administrative operations consistent with the Interlocal Cooperation Agreement of the Pool, these Bylaws and the direction of the Members.

(b) Administrator.

The Pool shall enter into a written contract with the Administrator requiring the Administrator to perform the duties incident to that position, as delegated by the Board at the direction of the Members, which shall include the following duties:

(1) To report monthly to each Member all claims filed and pay-outs made for or on behalf of that Member;

(2) To propose and submit to the Operations Committee an annual insurance cost budget for the Pool;

(3) To make recommendations to the Operations Committee and the Board regarding policy matters and changes in procedures of the Pool;

(4) To present a full report of the activities of the Administrator at each regular meeting of the Board, and at such other times as requested to do so by the Operations Committee or the Members;

(5) To make recommendations to the Operations Committee regarding insurance coverage, risk administration, allocations/charges to Districts and other fiscal matters affecting or affected by the operations of the Pool;

(6) To perform such other activities as may from time to time be prescribed by the Board, the Operations Committee or the Members.

2.4 **Regular Meetings**.

The Board shall meet as often as it deems necessary to provide oversight of the business obligations of the Pool, but shall hold regular meetings at least twice per Fiscal Year, ordinarily once in December and once in May.

2.5 **Special Meetings**.

Special meetings of the Board may be called in any of the following ways: 1) by the Chairperson or 2) by not less than twenty percent (20%) of the Trustees. Business conducted at a special meeting shall be limited to those items specified in the agenda that must be attached to notice of the special meeting, unless two-thirds (2/3) of the Trustees present at the meeting agree to consider a matter not on the agenda.

2.6 **Notice**.

The Secretary shall give the Trustees three (3) day prior written notice of regular or special Board meetings. Notice of any special meeting shall include an agenda specifying the purpose of and business matters to be addressed at the special meeting.

2.7 **Quorum**.

In order to carry on the business affairs and management of the Pool, including conducting Board meetings, a quorum must be present and shall consist of a majority of the then-sitting Trustees.

2.8 **Voting**.

Two thirds (2/3) vote of a quorum of the Trustees shall be sufficient to pass upon all matters properly before the Board. Each Trustee shall be entitled to one vote on all matters coming before the Board. A Trustee may vote by proxy on all matters coming before the Board provided that a written proxy is submitted to the Chairperson in advance of the meeting and specifying the extent of the proxy given.

All votes shall be recorded by the Secretary. Voting shall be by voice vote or in any other manner established by the Board prior to voting on any matter, unless a Trustee requests a roll call vote. Any vote of the Board that requires a greater than majority vote for passage shall be by roll call vote, and in the event that there are any negative votes or abstentions relating to the authorization of an expenditure of funds, the names of the Trustees so voting shall be specifically noted in the minutes. All Members present and not voting in the negative or abstaining shall be listed as having joined the affirmative voice vote on the proposition.

2.9 **Minutes**.

The Secretary shall cause to be recorded the minutes of all Board meetings. To the extent required by law, the minutes shall be available to each Representative and a copy provided to each District upon request.

2.10 **Procedural rules**.

The Board may establish rules to govern the procedures for conducting business and taking votes at Board meetings. All meetings shall be conducted in accordance with these Bylaws and with all applicable law. In the event of a conflict between these Bylaws and any applicable law, these Bylaws shall be deemed modified to the extent necessary to comply with such law.

2.11 **Matters requiring Board approval**.

The following shall require approval of the Board:

(a) The annual budget of the Pool and any supplements or amendments thereto;

(b) The coverage program for the Pool;

(c) Election of the Officers;

(d) Appointment of Representatives to Operations Committee;

(e) Other matters requiring approval of the Board as set forth in these Bylaws, or as may be determined by the Board from time to time, consistent with these Bylaws and all applicable law.

ARTICLE III
Officers

3.1 **Officers**.

The Officers of the Pool shall be the Chairperson, Secretary, and the Treasurer. The Officers shall be elected by the Board at the Board's annual meeting. Nominations for an Officer position must be delivered by the Operations Committee to the then-sitting Chairperson at least thirty (30) days prior to the meeting. Each Officer shall serve for a three (3) year term. There shall be no limit to the number of consecutive terms that an Officer may serve.

If an Officer resigns, then the Board shall select a replacement Officer from among the Representatives except that the Chairperson and Vice Chairperson, if any, must be selected from among the Trustees of any member of a District's board of education.

3.2 **Chairperson**.

The Chairperson shall oversee the purposes of the Pool as directed by the Board and the Members. No Member of the Board shall be eligible for election to the position of Chairperson unless the Member is able to serve as Chairperson for at least two (2) years of the first three-year term.

The Chairperson shall have the duty and the authority:

(a) To preside over all meetings of the Board at which the Chairperson is present;

3.3 **President**.

(a) To sign on behalf of the Pool any instrument which the Board has or the Members have authorized to be executed;

(b) To make recommendations to the Members, to the Operations Committee and to the Board regarding policy decisions, the creation of other Pool offices and the employment of agents, employees, independent contractors and others necessary to the operation of the Pool;

(c) To authorize the preparation of a proposed annual administrative budget for the Pool;

(d) To direct the Treasurer, within the constraints of the approved budget, to make distributions from the Account for payment of premiums, claims and expenses and any other administrative expenses of the Pool;

(e) To present a full report of the fiscal condition of the Pool at each regular meeting of the Board and of the Members, and at such other times as requested to do so by the Board or the Members;

(f) To perform all other duties incidental to the office of President as such duties may be prescribed by the Board from time to time consistent with these Bylaws and any applicable law.

3.4 **Secretary**.

The Secretary shall have the authority and duty:

(a) To cause minutes to be recorded and to record all votes at the meetings of the Board, of the Members and of the Operations Committee;

(b) To furnish all notices and copies of meeting minutes as required by these Bylaws or by applicable law;

(c) To serve as the custodian of the Pool's records; and

(d) To perform all other duties incident to the office of Secretary as such duties may be prescribed by the Board from time to time consistent with these Bylaws and any applicable law.

3.5 **Treasurer**.

The Treasurer of the Pool shall carry out the fiscal and financial business of the Pool as directed by the Board.

The Treasurer shall have the authority and the duty:

(a) To sign on behalf of the Pool any instrument which the Board has or the Members have authorized to be executed;

(b) To prepare a proposed annual administrative budget, with the assistance of the Administrator;

(c) To present a full report of his/her activities and the fiscal condition of the Pool at each regular meeting of the Board and of the Members, and at such other times as requested by the Board or Members;

(d) To have charge and custody of and be responsible for all funds and securities of the Pool;

(e) To receive and give all receipts for monies due and payable to the Pool from any source whatsoever;

(f) To deposit all such monies in the name of the Pool in such banks, savings and loan associations or other depositories as shall be selected by the Board;

(g) To establish accounts and letters of credit at such banks or other depositories;

(h) To invest the Pool's funds that are not immediately required in such accounts, deposits or securities as the Board or Operations Committee shall specifically or generally select from time to time;

(i) To maintain the financial books and records of the Pool;

(j) To disburse Pool funds pursuant to these Bylaws, with a full report made to the Board and to the Members;

(k) To invest the funds of the Pool, from time to time, in accounts and with institutions regularly permitted for school districts in the State of Kansas;

(l) To perform all duties incident to the Office of Treasurer and such other duties as may be prescribed by the Board or the Members from time to time consistent with these Bylaws and any applicable law.

3.6 **Acting as Treasurer**.

During the absence, inability or refusal of the Treasurer to act, the Chairperson or an individual appointed by the Chairperson and approved by the Board may perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer.

3.7 **Bond requirement**.

The Administrator shall, before commencing his/her respective duties, execute a bond with a surety company authorized to do business in the State of Kansas, as surety, payable to the Pool and conditional upon the faithful discharge of his/her duties. The bond shall be in such an amount as is determined by the Members to be sufficient to protect the Pool against the misappropriation or misuse of any moneys or securities

ARTICLE IV
Committees

4.1 **Standing and Special Committees**.

The Pool shall have an Operations Committee and a Finance Committee and such other committees as the Board shall establish as standing committees of the Pool. The Chairperson may appoint Trustees or Representatives to serve on special committees from time to time as

necessary to address matters requiring special initiatives. Each committee shall have a separate charter, approved by the Members, which sets forth the duties and responsibilities of the respective committee.

4.2 **Composition of the Operations Committee**.

The Operations Committee shall be comprised of the President, the Secretary and the Treasurer and up to eight other Representatives of the Members as elected by the Board, as voting members, and the Administrator shall serve as ex officio participant on the Operations Committee. The Operations Committee may establish other ex officio positions on the Operations Committee and may select a Representative or retain an individual unaffiliated with the Pool to serve in any such additional positions. No ex officio participant on the Operations Committee shall be entitled to vote on any issue before the Board or Operations Committee unless that person is also a Representative.

4.3 **Duties of the Operations Committee**.

The Operations Committee shall have the following authority and the duties:

(a) To select agents, employees, independent contractors, insurance consultants, insurance brokers, claims administrators, attorneys, auditors and such other persons as may be necessary to administer and accomplish the purposes of and to conduct the business affairs of the Pool, under the oversight of the Board and consistent with the direction of the Members, including enforcement of the provisions of these Bylaws and of the Interlocal Cooperation Agreement and all procedures and protocols adopted for the Pool, but neither the Pool, the Board, nor any committee shall have the authority to enter into any collective bargaining agreement;

(b) To provide for educational and other programs relating to safety, accident or other claims reduction efforts;

(c) To direct the collection of premiums from the Districts;

(d) To direct the payment of funds necessary to conduct the business of the Pool;

(e) To cause to be purchased property, liability, automobile coverage as recommended to the Operations Committee by the Administrator, or as the Operations Committee may determine are appropriate and within the purposes of these Bylaws and the Interlocal Cooperation Agreement;

(f) To recommend changes in Pool policies, procedures or agreements for adoption by the Members;

(g) To determine the compensation for all Pool agents, employees and independent contractors;

(h) To recommend new Districts to the Pool for approval by the Board;

(i) To recommend the expulsion of a District in accordance with the provisions herein for approval by the Board;

(j) To oversee the preparation of and submission to the Board for approval an annual administrative budget for the Pool;

(k) To oversee the preparation of and submit periodically to each District a loss summary for each insurance program in which the District participates;

(l) To obtain and furnish annually to each District an audited report of the financial affairs of the Pool, made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles;

(m) To cause the procurement of fidelity bonds for employees or other persons, as permitted by these Bylaws or by law;

(n) To recommend for action by the Board the removal of Officers and for action by the Members the removal of Trustees from the Board where such Officers or Trustees have engaged in fraud, criminal activity or other conduct clearly detrimental to the interests of the Pool as determined by the Board in its sole discretion;

(o) To nominate for election by the Board a slate of Officers candidates and candidates to serve on the Operations Committee, other than the Officers; and to nominate for election by the Members a slate of Trustee candidates;

(p) To carry out all other activities as are necessary to effectuate the purposes of the Pool specified in the Preamble and consistent with these Bylaws and the Interlocal Cooperation Agreement, in accordance with applicable law.

4.4 **Composition of the Finance Committee**.

The Finance Committee shall be comprised of the President and the Treasurer. The primary responsibilities of the Finance Committee shall be to oversee the accounting, investments and books and records of the Pool.

ARTICLE V
Compensation and Liability

5.1 **Compensation**.

No Trustee or committee Member shall receive any salary or other compensation from the Pool in exchange for their duties in serving the Pool.

5.2 **Expenses**.

Subject to review by the President and Secretary, Trustees and Committee Members may be reimbursed for reasonable expenses incurred on behalf of the Pool. Reimbursement for such expenses may include amounts advanced on behalf of the Pool either by the Individual

himself/herself or by a District, and shall be carried out in accordance with procedures and policies established by the Operations Committee and consistent with the terms of these Bylaws.

5.3 **Liability**.

The Officers and the Trustees each shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake or judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Pool funds or a failure to invest. No Representative, Trustee, Officer or ex officio participant of the Board and of any committee shall be personally liable for any action taken or omitted in the good faith performance of his/her duties or activities on behalf of the Pool. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his/her duties hereunder except as required by these Bylaws or by law. The Pool shall defend and hold harmless any Trustee where the Trustee was acting within the scope of his/her authority when the claim against the Trustee arose, but shall not be required to indemnify any Trustee for such claims. In lieu of the obligations set forth in this Paragraph, the Pool may purchase insurance providing similar coverage for any such claims.

ARTICLE VI
Insurance Coverage

6.1 **Purchase**.

The Pool will cause to be purchased insurance, from companies licensed and/or approved by the Kansas Insurance Department to conduct insurance business in Kansas, in amounts required to meet the obligations and purposes of the Pool as established by these Bylaws or as approved by the Board upon recommendation by the Operations Committee, from time to time.

6.2 **Mandatory Coverage**.

Every District must purchase and participate in the entire offering of the Pool's Mandatory Coverage as set forth on Exhibit A. Exhibit A may be amended from time to time upon the prior approval of the Operations Committee to include additional coverage on a collective basis as the Pool may require for all Districts from time to time consistent with these Bylaws and the Interlocal Cooperation Agreement. No District may purchase or participate only in an Optional Coverage program without purchasing the Mandatory Coverages.

6.3 **Optional Coverage**.

On an annual basis, and subject to other limitations in these Bylaws, any District participating in the Pool may adopt Optional Coverages, cancel or change one or more of the Optional Coverages provided by the Pool with the prior written approval of the Operations Committee. The Administrator shall be notified in writing of any such change in Optional Coverages not less than six (6) months prior to the last day of each Fiscal Year.

6.4 **Conditions upon Optional Coverage**.

If a District decides to participate in an Optional Coverage program offered by the Pool, the District shall participate in the Optional Coverage program for a minimum of three (3) consecutive years commencing on the effective date of such coverage. No District may request or participate in any Optional Coverage program unless the District first participates in the Property/Casualty and any other Mandatory Coverage program.

6.5 **Notice to withdraw from Optional Coverage**.

A District shall comply with the provisions of Article IX if the District wishes to withdraw from any Optional Coverage program.

6.6 **Additional coverage**.

Membership in the Pool shall not preclude any District from purchasing any insurance coverage independent of and in addition to that provided by the Pool. The Pool shall, where requested, make its resources available to advise Districts of the types of additional or different insurance coverage available to Kansas school districts.

ARTICLE VII
Meetings and Obligations of Districts

7.1 **Meetings of Districts**

(a) Members shall meet at least once annually at such time and place, within the State of Kansas, as shall be designated from time to time by the Operations Committee or the Board and stated in the notice of the meeting. Special meetings may be called (1) by the Board; (2) by the Operations Committee; or (3) upon the written request executed by at least thirty percent (30%) of the Members.

(b) Notice of any Member meeting shall be mailed by the Administrator to each Member at least fifteen days in advance, which notice shall state the place, date and hour of the meeting and in the case of a special meeting, the purpose(s) thereof. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the Member at the Member's address as it appears in the records of the Pool. Attendance by a Member at a meeting shall constitute a waiver of notice of such meeting, except where the Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(c) The President shall preside over the meeting.

(d) Twenty-five percent (25%) of the Representatives, present, in person, shall constitute a quorum to do business.

(e) Each Member shall be entitled to one vote to be cast by its Representative, or in the absence of its Representative, by an alternate representative approved by the board of education of the Member in writing.

7.2 **Obligations**.

In addition to the other responsibilities of a District as set forth in these Bylaws, each District shall have the obligation:

(a) To pay promptly all payments to the Pool for the Account at such times and in such amounts as are established within the scope of these Bylaws;

(b) To select promptly a Representative to act on behalf of the District, including voting for Trustees at the annual meeting of the Members and approving any amendments to these Bylaws;

(c) To submit promptly to the Pool all claims by or against the District in such manner as may be prescribed from time to time by the Operations Committee;

(d) To cooperate fully with the Administrator, any insurance consultant-claims administrator, the attorneys selected by or engaged by the Pool, auditors and any agent, employee, Officer or independent contractor of the Pool in any matter relating to the purpose and powers of the Pool;

(e) To act promptly on all matters requiring approval by the Board, the Members and the Operations Committee and not to withhold such approval unreasonably or arbitrarily;

(f) If applying to join the Pool, to make a good faith effort to provide a physical property appraisal report not more than five (5) years old.

(g) If already participating in the Pool, to make a good faith effort to provide a physical property report not more than five years old and to provide an updated physical property within five years after the expiration of the last report.

(h) To assure that its Representative reviews and oversees the District's compliance with the Pool Risk Management Protocols as adopted from time to time and with all obligations of a District as set forth in these Bylaws and the Interlocal Cooperation Agreement.

7.3 **Continuation of and consideration for obligations**.

The obligations and responsibilities of the Districts as set forth in these Bylaws, including the obligation to take no action inconsistent with these Bylaws as originally written or validly amended, shall remain a continuing obligation and responsibility of each District.

The consideration for the duties imposed upon the Districts by these Bylaws is based upon the mutual promises and agreements of the Districts set forth herein and the advantages

gained by the Districts through reduced administrative costs for the procurement of casualty, property, and auto coverage and other protections the Pool may choose to adopt from time to time.

7.4 **No responsibility for the obligations of other Districts**.

Except to the extent of the financial contributions to the Pool which each District has agreed to make, no District agrees by these Bylaws or the Interlocal Cooperation Agreement to be responsible for any claims of any kind against any other District. The Districts intend by the creation of the Pool to establish an organization for joint administration of casualty, liability and employee claims protection within the scope set forth in the Interlocal Cooperation Agreement and these Bylaws only and do not intend to create between the Districts any relationship of partnership, surety, indemnification or liability for the debts of or claims against another District.

ARTICLE VIII
Admission of a District

8.1 **Application and admission**.

A school district wishing to join the Pool must apply on a form prescribed by the Pool, and it must make a good faith effort under Paragraph 7.2(f) of these Bylaws to provide a physical property appraisal report not more than five (5) years old. If its application is approved by a two-thirds (2/3) vote of the Members, the school district shall be admitted into the Pool, effective as of the first day that Mandatory Coverage commences for the new Member. The admitted District shall ratify these Bylaws and the Interlocal Cooperation Agreement by completing and signing a Joinder of Agreement in the form attached hereto as **Appendix B** prior to the effective date of admission to the Pool.

8.2 **Mandatory two-year participation in Pool**.

Upon admission, a new District shall be required to maintain Mandatory Coverage in the Pool for a minimum period of two (2) consecutive years, unless the Pool is terminated prior to the expiration of such period. Said two (2) year commitment is required regardless of the term of any coverage plan provided through the Pool.

Nothing in this Paragraph shall be construed to limit the power of the Pool, under Article X, to expel a District that has not yet participated for two (2) years in the Pool.

ARTICLE IX
Withdrawal of a District

9.1 **Process of withdrawal**.

Subject to the limitations of Paragraphs 9.2 & 9.3 below, a District may withdraw from the Pool only upon the following terms:

(a) The District must provide written notice of the District's decision to withdraw ("Notice of Withdrawal") to the Administrator or Chairperson of the Pool;

(b) The Notice of Withdrawal must be delivered to the Administrator or Chairperson not less than six (6) months prior to the last day of the then current Fiscal Year, or else the Notice of Withdrawal shall have no effect;

(c) The District must attach to the Notice of Withdrawal a true and correct copy of the written resolution or written motion adopted by the governing body of the District authorizing the Notice of Withdrawal;

(d) The District must have been a member of the Pool for the minimum period required by the provisions in these Bylaws;

(e) The Notice of Withdrawal must be accepted by the Administrator or the Chairperson.

9.2 Limit on District's ability to withdraw.

A District shall have no right to withdraw from the Pool for a period of twenty-four (24) consecutive months following admission to the Pool. Moreover, in no event may Notice of Withdrawal be submitted during a District's first eighteen (18) months of participation in the Pool.

Nothing in this Paragraph shall be construed to limit the power of the Pool, under Article X, to expel a District that has not yet participated for two (2) years in the Pool.

9.3 **Effective date of withdrawal**.

No withdrawal shall be effective prior to June 30 of any Fiscal Year regardless of the date that the District joined the Pool, except that the Board, excluding the vote of any Member from the withdrawing District, may shorten the period of time in which the withdrawal shall become effective.

9.4 **Rights and duties of Pool and withdrawing district**.

The rights and duties of the Pool and the withdrawing District shall be the same as those with respect to an expelled District, under Article X, on and after the effective date of the withdrawal.

9.5 **Revocation of Notice of Withdrawal**.

A District's Notice of Withdrawal, once submitted and accepted in accordance with the provisions of these Bylaws, may not then be revoked, unless each of the following occurs:

(a) The District must submit to the Pool a request, in writing, to revoke its Notice of Withdrawal;

(b) The District's request must be submitted prior to February 1 of the Fiscal Year identified by the Notice of Withdrawal as the District's last year of participation in the Pool; and

(c) The Board must approve the District's request in writing.

The Board may consider a District's request to revoke its Notice of Withdrawal only if approving the request would not affect the operations of the Pool. Under no circumstances shall the Board consider any such request that is submitted on or after February 1 of the Fiscal Year identified in the Notice of Withdrawal as the District's last year of participation in the Pool. If a District's request is submitted on or after this deadline or is otherwise rejected by the Board, the Notice of Withdrawal shall not be revoked, and the District cannot avoid withdrawing from the Pool. At that point, should the withdrawing District desire to continue participating in the Pool, it must re-apply to the Pool as a new member, subject to all of the provisions of these Bylaws.

ARTICLE X
Expulsion of a District

10.1 **Grounds for expulsion**.

A District may be expelled from the Pool whenever the District:

(a) Fails or refuses to perform any obligation under these Bylaws or under the Interlocal Cooperation Agreement;

(b) Fails or refuses to make premium payments and supplemental payments when due to the Pool within forty-five (45) days of joining the Pool or receiving written notice of any payment; or,

(c) Carries on activities found by the Board to be detrimental to the purpose or operations of the Pool.

10.2 **Right to notice, opportunity to cure and hearing**.

No District may be expelled from the Pool until the District has received each of the following:

(a) Written notice from the Pool identifying the alleged basis for expulsion;

(b) An opportunity to cure that basis for expulsion within fifteen (15) days from delivery of the notice; and,

(c) In the event of a failure to cure, the opportunity to be heard before the Board or its appointee under Paragraph 10.3 below.

If the conduct of a District is found by the Board to be a continuing threat or detrimental to the continued operation of the Pool, the Board may suspend the District from all rights and privileges under these Bylaws except for the limited right to continue its then current insurance coverages for which it has timely paid all premiums due.

10.3 **Hearing**.

If a District fails to cure the alleged basis for expulsion within the fifteen (15) day notice period, the Board shall set a date for an expulsion hearing, which shall occur not less than ten (10) days after expiration of the time to cure. The Board may conduct the hearing or appoint an individual to conduct the hearing who shall make a recommendation to the Board based upon his/her findings of fact.

10.4 **Vote to expel**.

Following the expulsion hearing, the Board shall vote whether to expel the District. A District may be expelled from the Pool by a two-thirds (2/3) vote of the Board.

10.5 **Appeal of expulsion**.

The expulsion of a District becomes final thirty (30) days after the Board votes to expel the District, unless the District appeals the decision within that time, by submitting a written request to the Chairperson appealing its expulsion to the Board as a whole.

If the expulsion is properly appealed, the Board shall constitute a special committee for the review of the Board's decision at the next regular meeting following the District's request for an appeal, or at a special meeting called to address the expulsion. The special committee may limit its review to the submissions, findings and recommendations from the expulsion hearing, or it may consider supplemental materials as it may determine in its sole discretion.

The decision to expel a District may be reversed by a two-thirds (2/3) vote of the Board. If the Board votes to uphold its decision to expel, the expulsion becomes final immediately upon such vote.

10.6 **Continuing obligations of Pool and expelled District**.

If a District is expelled in accordance with this Article X, it will no longer have any rights or privileges under these Bylaws, except for the limited right to continue its then current insurance coverages as provided in this Paragraph 10.6. Provided that the expelled District has timely paid all premiums due, such District will continue to be insured under any Mandatory Coverage and Optional Coverage plans that it previously purchased, until the end of the then current Fiscal Year, and the Pool shall continue to process claims by or against an expelled District for that insurance policy period.

An expelled District shall continue to be fully liable for any payment due to the Account and for any other unfulfilled obligation as if it were still participating in the Pool.

Within sixty (60) days after the date when a District's expulsion becomes final pursuant to Paragraph 10.5 above, the Pool shall take an accounting of the fixed funds and expenses owed by or owing to said District as of the date on which the expulsion became final. The expelled District shall immediately pay into the Account any amount found to be owed by it. Any amount found to be owed to the District by the Pool, and all funds upon which a claim could be made against the expelled District, shall be held by the Pool until all such claims or potential claims are

terminated. The Board shall provide a written statement to the expelled District through the Administrator, outlining any potential liability for possible future deficits that may occur for the years in which the District participated in the Pool prior to expulsion.

ARTICLE XI
Termination of the Pool

11.1 **Termination events**.

The Pool shall terminate upon the occurrence of any of the following events:

(a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Pool is invalid or contrary to law;

(b) The number of Districts is not sufficient to support an insurance loss fund, as established by the Interlocal Cooperation Agreement, at the self-insured retention level established for the Pool in the amount as recommended by the Administrator and approved by the Board for the Pool;

(c) The Members approve, by a two-thirds (2/3) vote, a motion to dissolve and terminate the Pool;

(d) The Pool is ordered to dissolve by the Kansas Insurance Department, the State of Kansas Attorney General or the Kansas State Board of Education for failing to comply with state law regarding the operation of a pool of school districts; or

(e) The Kansas State legislature terminates the Pool pursuant to the authority under K.S.A. 72-8230(a)(4).

11.2 **Rights and duties upon termination**.

Upon termination of the Pool, the rights and duties of the Pool to each District and the rights and duties of each District to the Pool and to each other shall be the same as those with respect to an expelled District.

11.3 **Disposition of Pool property upon termination**.

Upon termination, the Pool may be dissolved by the Districts and the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board, shall be distributed exclusively to the Districts that are Members of the Pool immediately prior to dissolution of the Pool, such assets distributed to be used for one or more public purposes.

ARTICLE XII
Effect of Agreement

12.1 **Adoption of these Bylaws**.

These Bylaws shall be presented to the Members for approval at a regular or special meeting of the Board. The Agreement shall become effective and binding on the Board and each of the respective Districts upon approval by the Board.

12.2 **Continuation of Pool**.

The duration of the Pool shall be five (5) years, unless earlier terminated as provided herein. Upon expiration of such five (5) year term, these Bylaws, as amended, shall renew for consecutive five (5) year terms, each renewal term to be effective upon receipt of all necessary approvals by the Kansas Attorney General and the Kansas State Board of Education (collectively, the "Agencies"). For the avoidance of doubt, the receipt of approvals by both of the Agencies at any time shall constitute the commencement of a new five (5) year term in accordance with Section 12(b) of the Interlocal Cooperation Agreement.

12.3 **Enforcement of Agreement and applicable law**.

These Bylaws may be enforced in law or equity either by the Pool itself or by any District. These Bylaws shall be enforceable by or against a District or the Pool solely in the courts in Kansas having proper jurisdiction and venue of the parties. These Bylaws shall be construed solely under the applicable law of the State of Kansas.

12.4 **Severability**.

In the event that any provision of these Bylaws is declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any District, the lawfulness, constitutionality or validity of the remainder of these Bylaws shall not be deemed affected thereby.

12.5 **Counterparts**.

These Bylaws, and any amendments hereto, may be executed in any number of separate counterparts, which taken together shall constitute a single instrument.

12.6 **Applicability of Agreement**.

These Bylaws shall be binding on each District and any successor District thereof.

12.7 **Amendments to these Bylaws**.

These Bylaws may only be amended or modified by the affirmative vote of two-thirds (2/3) of the Members.

ARTICLE XIII
Miscellaneous

13.1 **Notice and delivery**.

Any notice required by these Bylaws shall be in writing and shall be deemed to have been delivered when: 1) it is sent to the intended recipient by fax, email, or any other form of electronic communication; 2) it is delivered personally to the intended recipient or its agent designated for receipt of such notice; 3) any other delivery method has been used that is approved by the Board; or, 4) it is deposited in a United States Post Office and sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

(a) If to the Pool, addressed to the Chairperson of the Board at the address of the District where the Chairperson is employed.

(b) If to a District, addressed to the Representative for that District at the address provided to the Pool; or to the principal office of the District's administration/superintendent.

13.2 **Paragraph headings**.

The paragraph headings inserted in these Bylaws are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of these Bylaws or the meaning of any provision hereof.

13.3 **Updating list of participating Districts in Appendix A**.

The Operations Committee annually shall prepare and distribute to the Representatives an updated **Appendix A** listing the Districts that are then participating in the Pool.

13.4 **Conflict with Interlocal Cooperation Agreement**.

In the event of any conflict between these Bylaws and the Interlocal Cooperation Agreement, now existing or hereafter entered into, the terms of the Interlocal Cooperation Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

ANTHONY HARPER USD 361

By:_____
Printed Name: Josh Schwartz
Title: Superintendent, Authorized Representative

BALDWIN CITY USD 348

By:_____
Printed Name: Cynde Frick
Title: Authorized Representative

BLUESTEM USD 205

By:_____
Printed Name: Joel R. Lovesee
Title: Authorized Representative

ELL SALINE USD 307

By:_____
Printed Name: Jerry L. Minneman
Title: Authorized Representative

HAYS USD 489

By:_____
Printed Name: Tracy Kaiser
Title: Authorized Representative

HAYSVILLE USD 261

By:_____
Printed Name: Dr. Clint Schutte
Title: Authorized Representative

ROSE HILL USD 394

By:_____
Printed Name: Roger Miller
Title: Authorized Representative

SE OF SALINE USD 306

By:_____
Printed Name: Stephanie Hettenbach
Title: Authorized Representative

EUDORA USD 491

By:_____
Printed Name: Steve Splichal
Title: Authorized Representative

DEERFIELD USD 216

By:_____
Printed Name: Dr. Daniel Slack
Title: Authorized Representative

EXHIBIT A

MANDATORY COVERAGE

(a) Blanket Property Liability Coverage

(1) Buildings, contents, mobile equipment, EDP equipment, EDP media, EDP extra expense including mechanical breakdown, AV equipment, valuable papers, fine arts, accounts receivable, musical instruments, builders risk, business interruption, extra expense, auto physical damage, miscellaneous property, artificial turf & fiber optics, crime.

(b) General Liability Coverage

(1) Automobile Liability

(2) School Board, Employment Practices and Employee Benefit Liability

(c) Law Enforcement Liability Coverage

(d) Professional Liability Coverage

INDEX TO APPENDICES

APPENDIX A — List of Districts participating in the Pool

APPENDIX B — Joinder Agreement

APPENDIX C -- Schedule of Staggered Terms for Trustees

APPENDIX A

List of Districts participating in the Pool
(To be updated annually by the Operations Committee)

ANTHONY HARPER USD 361

BALDWIN CITY USD 348

BLUESTEM USD 205

DEERFIELD USD 216

ELL SALINE USD 307

EUDORA USD 491

HAYS USD 489

HAYSVILLE USD 261

ROSE HILL USD 394

SE OF SALINE USD 306

APPENDIX B

Form of Joinder Agreement
(For substitute and additional school districts
becoming Districts pursuant to Article X)

KANSAS EDUCATIONAL RISK MANAGEMENT INSURANCE POOL
JOINDER AGREEMENT

This JOINDER AGREEMENT is made as of [date] by and between the undersigned Kansas Educational Risk Management Pool ("Pool") and [Name of School District], ("School District") and supplements the signature page of the Pool's Interlocal Cooperation Agreement and the Pool's Amended and Restated Bylaws (the "KERMIP Agreements"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the KERMIP Agreements.

RECITALS

WHEREAS, the School District has been admitted as a District of the Pool, and the parties desire that the School District become a party to the KERMIP Agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby agrees as follows:

1. Agreement to be Bound. The School District hereby agrees that upon execution of this Joinder Agreement, such School District shall become a party to each of the KERMIP Agreements and shall be fully bound by, and subject to, all of the covenants, terms and conditions of each of the KERMIP Agreements as though such School District were an original party to each of the KERMIP Agreements.

2. Successors and Assigns. This Joinder Agreement shall bind and be enforceable by the Pool and the School District and their respective successors and assigns.

3. Effective Date. This Joinder Agreement shall be effective as of the date that the School District was admitted as a District in the Pool.

4. Counterparts. This Joinder Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first above written.

Kansas Educational Risk Management Insurance Pool

By: _____
[Name of Chairperson]

Chairperson

[Name of School District]

By:_____

[Printed Name]

[Title]

APPENDIX C

Schedule of Staggered Terms for Board Members[1]

Trustee	Staggered 3 Year Terms for 5 Trustees[2]					
	2015	**2016**	**2017**	**2018**	**2019**	**2020**
A	A	A	A			
B	B	B	B			
C	C	C	C			
D	D	D[3]				
E	E	E				
F			F[4]	F	F	
G			G	G	G	
H				H[5]	H	H
I				I	I	I
J				J	J	J

[1]This schedule contemplates the staggered terms of five Trustees. As additional Trustees are added to the Board, their respective terms of three years would continue for re-election on the same staggered basis unless the Board is reduced, eliminating additional Trustee slots.

[2]For purposes of this example the terms do not reflect re-election of Trustees, but in accordance with Paragraph 2.2, each Trustee may be re-elected without limitation to serve additional three year terms.

[3]Only certain of the initial Trustees will serve less than three year terms to accomplish the initial staggering of annual elections.

[4]F and G represent the elected Trustees replacing (or the re-election of) Trustees D and E.

[5]H, I and J represent the elected Trustees replacing (or the re-election of) Trustees A, B and C.