



## LOYALTY CREDIT PROGRAM AGREEMENT

**THIS LOYALTY CREDIT PROGRAM AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, and shall be effective on July 1, 2021 (the “Effective Date”), by and between Kansas Association of School Boards Workers Compensation Fund, Inc. (“KASB”), a group self-insured plan formed under Kansas law, K.S.A. 12-2616 et seq., the Kansas Municipal Group-Funded Pool Act, and 202 Turner USD (“Member”).

**WHEREAS**, KASB provides a Loyalty Credit Program (“Program”), the terms and conditions of which are provided by this Agreement, and has determined that Member is eligible to participate in the Program; and

**WHEREAS**, Member is desirous of participating in the Program and acknowledges that, as a condition of participation Member agrees to remain a member of KASB for a continuous period of three years, commencing on the Effective Date;

**NOW, THEREFORE**, in consideration of the promises hereafter made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

1. **Admittance to Program.** KASB hereby agrees, upon receipt of a duly executed and authorized signed copy of this Agreement on or before June 1, 2021, to admit Member to the Program, which will confer upon Member the benefits herein.
2. **Rate Calculation:** KASB will calculate member premium pursuant to the standard methodology. If member participated in The KASB Loyalty Credit program, the appropriated credit will be applied to determine member’s net premium.
3. **Loyalty Credit.** KASB commits to provide Member with the following premium credits during the three-year term of this Program: Ten percent (10%) credit for 7/1/21-22 plan year, five percent (5%) credit for 7/1/22-23 plan year, three percent (3%) credit for 7/1/23-24 plan year.
4. **Three Year Commitment.** Member acknowledges that its entry into this Agreement constitutes a commitment to remain a member of KASB for three years commencing on the Effective Date (the “Term”).
5. **Return of Loyalty Credit.** If, during the Term, Member is no longer a Member of KASB for any reason, Member shall return to KASB the full amount of Loyalty Credit Member received during the term of this Program and shall do so within thirty (30) days of Member’s termination from KASB membership.

1. **Miscellaneous.**

- (a) Modification. This Agreement may be modified or waived only by a separate writing signed by the parties hereto expressly modifying or waiving this Agreement.
- (b) Governing Law. This Agreement will be governed by the laws of the State of Kansas without regard to conflicts-of-laws principles.
- (c) Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- (d) Entire Agreement. This Agreement represents the entire agreement among the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.
- (e) Dispute Resolution. The parties will attempt to resolve any disputes arising out of or relating to this Agreement through discussions and negotiations between each other. If a dispute cannot be resolved amicably between the parties, they will submit such dispute to non-binding mediation with a mediator mutually acceptable to the parties. It is understood that such mediation is to be held as soon as practical after the attempt to resolve such dispute has failed. Any such mediation may not in any way prejudice the rights of any party to commence litigation regarding such dispute, and this Section 6(e) will not constitute a condition precedent to the institution of legal proceedings.

Agreed to on the date and year first above written.

**MEMBER 202 Turner USD**

\_\_\_\_\_  
By: Superintendent of Member School District

(Print name and title below)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS ASSOCIATION OF SCHOOL BOARDS  
WORKERS COMPENSATION FUND, INC.**

\_\_\_\_\_  
By: Liz Maisberger-Clark, Director of Insurance Operations