



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

This Member Participation Agreement is entered into between the Kansas Association of School Boards Workers Compensation Fund, Inc. (hereinafter "Fund") and the member school entity (hereinafter "Member") for the purpose of providing the participating Member with Workers Compensation insurance related services and benefits as more fully set out herein.

WITNESSETH:

WHEREAS, K.S.A. 12-2616 *et seq.* allows the Member to participate in this group-funded liability pool; and

WHEREAS, the Kansas Association of School Boards Workers Compensation Fund, Inc. provides Workers Compensation insurance and related services and benefits pursuant to K.S.A. 12-2616 *et seq.*; and

WHEREAS the Fund and Member desire to enter into this participation agreement so as to facilitate the Fund providing such Workers Compensation insurance and related services and benefits for the benefit of the Member and the Member's desire to pay for and receive such Workers Compensation insurance and related services and benefits;

NOW, THEREFORE, in consideration of the payment of premiums by the Member and the Fund performing the services outlined in this participation agreement, all parties do hereby agree to, along with the governing bylaws established and adopted by the Fund, all terms and conditions of this agreement as follows:

TERMS AND CONDITIONS

1. **Member Name:** 202 Turner USD
2. **Adoption of Member Participation Agreement, Bylaws and Rules of Operation.** The Member, acting by and through its duly authorized representative, and by an affirmative vote at a duly constituted meeting of the Member's board of control, hereby approves and adopts the terms and conditions of this Member Participation Agreement (MPA), along with the Fund Bylaws and the Fund Rules of Operation.

WORKERS COMPENSATION FUND MEMBERSHIP PARTICIPATION AGREEMENT

3. **Term.** The initial term of this agreement is for 12 months and subsequent terms shall be for one year and automatically renew for successive one-year terms thereafter, unless sooner terminated as provided in the Fund's Rules of Operation. The initial term shall commence at 12:01 a.m. on **July 1, 2021**, and shall automatically renew on June 30, 2022, and that date shall be the anniversary date thereafter, unless sooner terminated in accordance with the provisions of the Fund's Rules of Operation, or any subsequent renewal thereof. Each subsequent automatic renewal shall be subject to the provisions of this agreement, and expressly subject to the Fund's right to recalculate and assign the Member's premiums and/or conditions for such renewal.
4. **Assessment.** The participating Member agrees to pay any assessment, as a general assessment or a contribution to surplus, as may be imposed by the Board of Trustees of the Fund (hereinafter "Board"). The participating Member agrees to pay the Fund any assessment, as a general assessment or a contribution to capital within the time frame specified by the Board.
5. **Compliance with Kansas Workers Compensation Act.** As required by K.S.A. 12-2618(e), the Fund and the Member agree to comply with the provisions of the Kansas Workers' Compensation Act (K.S.A. 44-501 et seq.)
6. **Claims Handling and Procedures.** The participating Member agrees to abide by all claims handling procedures and decisions as may be established or made by the Fund, including those procedures set forth in the Fund's Bylaws, Rules of Operation, Claims Procedure Manual, or other like documents.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Member Participation Agreement as of the date specified herein.

MEMBER: 202 Turner USD

By: _____
Name: _____
Title: _____

Date: _____

KANSAS ASSOCIATION OF SCHOOL BOARDS
WORKERS COMPENSATION FUND, INC.

By: _____
Name: Liz Maisberger-Clark
Title: Director of Insurance Operations

Date: _____