



**South San Antonio  
Independent  
School District**

Proposal for  
**Auto, Liability,  
and Property  
Coverage**





July 26, 2019

Mr. Chad P. Doucet  
South San Antonio ISD  
5622 Ray Ellison Blvd  
San Antonio, Texas 78242-2214

RE: Auto, Liability, and Property Proposal

Dear Mr. Doucet:

The TASB Risk Management Fund (Fund) is pleased to offer you the enclosed Auto, Liability, and Property proposal.

We are here to provide comprehensive risk solutions that support your ongoing efforts to maintain a healthy and safe learning environment. The Fund has been supporting educational excellence since 1974 while remaining a financially strong and stable partner to members. This long record of success reflects our determination to meet the ever-changing needs of those we serve.

The Auto, Liability, and Property program includes loss prevention services, training opportunities, and school emergency management services. Fund membership also includes program-specific benefits, such as Privacy & Information Security coverage for Liability and Property members and hail notifications for Property members.

Fund members can access their Coverage Agreements on the Fund Website ([tasbrmf.org](http://tasbrmf.org)). Your enclosed Contribution and Coverage Summary (CCS) includes more detailed information for each program. Once you have reviewed your agreement(s), please initial and sign the CCS, and return all pages of the original documents to [tasbrmf@tasb.org](mailto:tasbrmf@tasb.org) or to P.O. Box 301, Austin, Texas, 78767-0301.

We look forward to providing your coverage and continuing a successful partnership with your organization. If you have any questions regarding this proposal, would like a proposal other than on a package basis, or need additional information, please contact Adrian Peña at 800.482.7276.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano". The signature is written in a cursive style.

Dubravka H. Romano  
Associate Executive Director  
Risk Management Services  
Texas Association of School Boards, Inc.



Auto, Liability, Property  
**Proposal**

# South San Antonio Independent School District

Submitted by:  
**TASB Risk Management Fund**  
**P.O. Box 301**  
**Austin, Texas 78767-0301**  
**tasbrmf.org**

**Adrian Peña, CSRM**  
**Sr. Risk Management Consultant**  
**adrian.pena@tasb.org**  
**800.482.7276 or 512.505.2809**  
**Cell: 361.701.2827**



July 26, 2019

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# References



Company Name: **Somerset ISD**

Contact Person/Title: **Michael Carrales / Chief Financial Officer**

Address: **19644 Somerset Road**  
**Somerset, Texas 78069-3317**

Telephone Number/E-mail: **866.852.9859 / michael.carrales@sisdk12.net**

Company Name: **East Central ISD**

Contact Person/Title: **Shannon Burns / Risk Management Director**

Address: **6334 New Sulphur Springs Road**  
**San Antonio, Texas 78263-2500**

Telephone Number/E-mail: **210.648.7861 x160 / shannon.burns@ecisd.net**

Company Name: **Poth ISD**

Contact Person/Title: **Paula Renken / Superintendent**

Address: **PO Box 250**  
**Poth, Texas 78147-0250**

Telephone Number/E-mail: **830.484.3330 / prenken@pothisd.us**

# Testimonials



## What Others Say About the Fund

The Fund's success can best be measured by what others say.

*"The Fund is helpful in providing training knowledge and expertise to our district; this helps us navigate through our day-to-day activities and challenges we face."*

**Shannon Burns**  
East Central ISD

---

*"The Fund is the best tool for references/advice. Like a Bible for all answers!"*

**Norma Hysler**  
Deer Park ISD

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*"TASB staff are available, friendly, and easy to work with. Thanks to Jennifer Jones and Mike Rock for answering my questions."*

**Karla Davlin**  
Pewitt CISD

---

*"Great resources and so easy to pick up a phone and talk to someone immediately with a question."*

**Cheryl Barron**  
Pleasanton ISD

---

*"TASB has been a resourceful tool for our district and I enjoy working with them."*

**Mona Barnes**  
Southwest ISD

---

*"So helpful! Couldn't exist without them!"*

**Margie Simmons**  
Dripping Springs ISD

---

*"We heavily rely on the direction and expertise of TASB for our policies and employee handbook."*

**Miguel Escobedo**  
Clint ISD

---

*"(The Fund) has helped with safety and provided many resources with risk management. Lowered our costs too!"*

**Tracie Malovets**  
Rogers ISD

---

*"Successfully preparing our learners for a dynamic future is one definition of excellence in our schools. Through excellent service, coverages that meet the changing needs of school districts, and continued education, the Fund allows our educators to do their jobs of educating children without the worry of potential property catastrophes, vehicle damage, equipment breakdown, claims, or employee injuries."*

**Sid Grant**  
Coppell ISD

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# Tab A

# South San Antonio ISD



The South San Antonio Independent School District (“SSAISD” and/or the “District”) is soliciting proposals for **PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE** as more fully set out in this Request for Proposal (“RFP”). One (1) hard copy original of the proposal, TWO (2) hard copy duplicates of the proposal, and two (2) USB drives of the proposal must be submitted in accordance with the instructions set out herein to:

South San Antonio Independent School District  
Attn: Director of Purchasing  
**RFP #2019-14, PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE**  
5622 Ray Ellison Blvd  
San Antonio, TX 78242

Each physical copy (original and hard copy duplicate) of the proposal must be submitted in a binder. **The original proposal must be labeled “ORIGINAL” and contain original signatures.** The copies of the original must be labeled “COPY.” Response submission must be delivered in a sealed folder or container (i.e. envelope, box, or bin). If documents are submitted in an unsealed container or folder, the district is not responsible for any unsealed/unlabeled documents and materials. Each binder and any container for the binder(s) must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name. Each USB drive must be labeled with the RFP number and the vendor name.

**Proposals will be received at the above address until TUESDAY JULY 30th, 2019 at 10:00 a.m., CST.** Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. **Proposals received after the Proposal due date and time will not be considered.**

**Faxed proposals will not be accepted.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. **The time and date stamp clock in the South San Antonio ISD’s Purchasing Department, 5622 Ray Ellison Blvd, San Antonio, Texas 78242, shall be the official date and time of receipt.** It shall be the sole responsibility of the Proposer(s) to ensure that their proposal is received at the appropriate location by the specified deadline. There shall be no exceptions to these requirements. SSAISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services.

All proposals and pricing must remain valid for one hundred twenty (120) days from the proposal due date pending acceptance by SSAISD’s Board of Trustees.

**CONTRACT TERM:** The contract shall be valid for TWO (2) years from date of the Board of Trustees approval with the option to renew for ONE (1) additional one (1) year period if mutually agreeable by both parties. Should the District exercise any renewal option year(s), the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

**The initial term of this agreement is for one year and shall commence at 12:01 a.m., on September 1, 2019 and shall renew upon that anniversary date unless sooner terminated in accordance with the**



provisions of the Contribution and Coverage Summary (CCS) and Interlocal Participation Agreement (IPA). All attempts are made to provide renewals at least 60 days prior to the renewal date. The Fund will not guarantee rates beyond the proposed participation period. Rates are determined on an annual basis using several factors, including member experience.

The award resulting from the solicitation is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal (RFP). Services required shall be determined solely by the needs of the District. RFP's will be accepted at the South San Antonio Independent School District – Administration and Support Center Building, 5622 Ray Ellison Blvd. San Antonio, Texas 78242. Submittals should be clearly labeled on the outside “RFP 2019-14, PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE.”

Contract(s) will be put into effect by means of a letter of acceptance, or some other written notification of acceptance by The District, within thirty (30) days of approval by The District's Board of Trustees. The document of acceptance, this RFP, the Offeror's proposal, and possibly the Offeror's "binder" will comprise the contract. The Offeror's "binder" and/or standard contract may become a part of the contractual document, but the purchasing terms/conditions of this RFP shall take precedence unless deviations/exceptions are specifically identified in a separate document that is executed by Offeror and the District's Director of Purchasing and noted as an attachment to the contract.

**The Fund has complied with the requirements and conditions, except for the noted exceptions in the proposal forms/specifications. Such noted exceptions should be considered as a formal part of this proposal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement, IPA, and the CCS.**

The proposer may respond to any one, multiple or all services. **Many of the forms may seem unrelated, however federal laws require they be a part of the process. As such, failure to complete all required forms will result in your proposal being rejected.**

Vendors must frequently check the District website for the RFP document for addenda posting(s). Vendors may rescind their proposal or edit their proposal(s) (after delivery to SSAISD) prior to the time of opening. Call 210-977-7070 if this is desired. Proposer must respond to all requirements listed in the proposal.

Questions concerning the RFP will be answered only if sent to the SSAISD Purchasing Department, in writing via email to [purchasing@southsanisd.net](mailto:purchasing@southsanisd.net) on or before **JULY 23rd, 2019 10:00 a.m., CST**. All questions submitted in writing prior to the deadline will be answered in the form of addenda. All addenda will be posted on the SSAISD Purchasing Department website, under the heading of this Proposal: <https://www.southsanisd.net/Page/504>

The district will award this RFP to one firm based upon the evaluation of all proposals received. More details regarding the evaluation of proposals are included below.

**SCHEDULE: The following schedule and timelines apply to this RFP and is subject to change at the discretion of the District.**

Timeline	
Release RFP	Tuesday July 16th, 2019
Last date for questions	Tuesday July 23rd, 2019 at 10:00 A.M. CST
Responses to questions posted	Thursday July 25th, 2019
RFP due	Tuesday July 30th, 2019 at 10:00 A.M CST
Evaluation period	July 30th- August 2nd, 2019
Selection	Wednesday August 21st, 2019

Chad P. Doucet  
Director of Purchasing

# Tab B

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# Tab C



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Fund members can access their Coverage Agreements on the Fund Website ([tasbrmf.org](http://tasbrmf.org)). Your enclosed Contribution and Coverage Summary (CCS) includes more detailed information for each program. Once you have reviewed your agreement(s), please initial and sign the CCS, and return all pages of the original documents to [tasbrmf@tasb.org](mailto:tasbrmf@tasb.org) or to P.O. Box 301, Austin, Texas, 78767-0301.

We look forward to providing your coverage and continuing a successful partnership with your organization. If you have any questions regarding this proposal, would like a proposal other than on a package basis, or need additional information, please contact Adrian Peña at 800.482.7276.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano". The signature is written in a cursive, slightly slanted style.

Dubravka H. Romano  
Associate Executive Director  
Risk Management Services  
Texas Association of School Boards, Inc.

# Tab D

**SECTION ONE**  
**GENERAL INFORMATION**

South San Antonio Independent School District (SSAISD), hereafter referred to as Entity is requesting proposals for the following Property, Liability and Automobile coverage.

<b>Property</b>	Building & Contents Equipment Breakdown Flood Earthquake Scheduled Property (Floaters)/Inland Marine Electronic Data Media/Equipment Protection Extra Expense Crime (Includes Employee Dishonesty, Faithful Performance, and Money & Securities)
<b>Liability</b>	General Liability Personal Injury Liability Employee Benefits Liability Professional Legal Liability
<b>Automobile &amp; Mobile Equipment Physical Damage</b>	Automobile Liability Vehicles Mobile Equipment

Proposers may quote several plan options as long as each option is fully explained. Proposers are expected to examine the complete RFP document. Failure to do so will be at the Proposer's risk. Questions concerning the RFP will be answered only if sent to the SSAISD Purchasing Department, in writing via email to [purchasing@southsanisd.net](mailto:purchasing@southsanisd.net) on or before **JULY 23rd, 2019 10:00 a.m., CST**. All questions submitted in writing prior to the deadline will be answered in the form of addenda. All addenda will be posted on the SSAISD Purchasing Department website, under the heading of this Proposal: <https://www.southsanisd.net/Page/504>

The Entity reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the Entity. The Entity may negotiate with Proposers as deemed advisable or necessary.

All Proposals must be submitted on the **Proposal Forms** attached hereto, in accordance with all specified conditions. Coverage shall be for one year beginning September 1, 2019.

Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.

**The Fund has complied with the requirements and conditions, except for the noted exceptions in the proposal forms/specifications. Such noted exceptions should be considered as a formal part of this proposal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement, IPA, and the CCS.**

Proposers are required to submit specimen coverage documents, agreements, and/or contracts the Entity will be required to sign in order to purchase the coverage quoted.

**The CCS is provided behind the Pricing and Contractual Documents tab in the Fund's proposal response. The coverage documents are provided behind the Coverage Agreements tab in the Fund's proposal response.**

Due care and diligence have been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the Proposer. The Entity and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the Proposer to determine the full extent of the exposures.

### **Minimum Qualifications**

Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years' experience writing Property, Liability and Automobile coverage in Texas. Proposer qualifications must be included as an exhibit to your proposal.

**The Fund has been the single largest provider of risk management coverage to Texas school districts since 1974. The Fund is not an insurance company or agency and is not required to be licensed. The Fund is a modified self-funded pool organized by the Texas Association of School Boards in accordance with the Texas Government Code Chapter 2259, Title 10 and the Texas Interlocal Cooperation Act (Chapter 791, Title 7) to self-insure risks of loss for Auto, Liability, Property, Unemployment Compensation, and Workers' Compensation exposures.**

Submit a summary of all Property, Liability and Automobile services available to the Entity.  
**Please refer to the CCS for complete list of charges for services.**

### **Underwriting & Program Administration**

#### **Marketing Services**

#### **Claims processing including:**

- Investigations**
- Negotiations**
- Payments**
- Legal Representation**
- Appraisals**
- Vehicle Log Services**
- Hail Flash**

#### **Loss Prevention - Property and/or Automobile Fund Members**

- **Loss Prevention Consultations**
- **District Specific Loss Prevention / Accident Plans**
- **Loss Prevention Exposure Surveys**
- **Loss Prevention Security Surveys**
- **Loss Prevention Training Programs**
- **Bus Collision Investigation Course**
- **Regional Seminars**

#### **Claims Services**

- **Claims Processing**
- **Investigations**
- **Negotiations**
- **Payments**
- **Legal Representation**
- **On-Line Loss Reports**

**Reports - Auto, Liability, and Property members can access claims reports of losses via the Fund's website at [www.tasbrmf.org](http://www.tasbrmf.org) by signing on to *myTASB*. Customized reports may be available upon request. For questions or requests regarding reports, please send an e-mail to [RiskManagementReports@tasb.org](mailto:RiskManagementReports@tasb.org).**

**Detailed information on services provided to the district can be found behind the Program Information tab of the Fund's proposal response.**



Proposers must have an Errors and Omissions policy with a minimum limit of \$1,000,000 per occurrence. Attach current certificate of coverage.

**The E & O certificate is included behind the Certificate of Coverage tab in the Fund's proposal response.**

**Errors & Omissions Company: TASB Risk Management Fund**

**Dates: 12.1.18 - 12.1.19**

**Limits: \$5,000,000**

**Deductible: \$1,000,000**

Self-funded programs or plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, Government Code) shall be accepted provided the program offers coverage that are equivalent to a fully insured program.

**The Fund's most recent financial statement, audited by Ernst & Young LLP, has been provided behind the Financial and Reinsurance Information tab in the Fund's proposal response.**

The Proposer's most recently audited financial statement must be included with the proposal.

**The Fund's most recent financial statement, audited by Ernst & Young LLP, has been provided behind the Financial and Reinsurance Information tab in the Fund's proposal response.**

**SECTION TWO**  
**UNDERWRITING INFORMATION**

**General Underwriting Questions / Answers**

See attachments for RFP on District website under RFP 2019-14 PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE

**Loss History for Past Five Years**

See attachments for RFP on District website under RFP 2019-14 PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE

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**SECTION THREE**  
**COVERAGE SPECIFICATIONS**

**Property and Contents**

1. See attachments for RFP on District website under RFP 2019-14 PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE
2. **Policy Limits** \$359,740,000
3. **Respondents must provide a schedule of sub-limits offered within the policy for evaluation.**
4. **Respondent must include Equipment Breakdown coverage with a \$100,000,000 limit.**
5. Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, and bleachers.
6. **Basis of Recovery** Full Replacement Cost

Peril	Deductible
<u>All Other Perils</u>	<u>\$10,000</u>
<u>Wind Hail and Hurricane</u>	<u>\$250,000</u>
<u>Named Windstorm</u>	<u>\$250,000</u>

**Blanket Crime Coverage (Public Employee Blanket Bond)**

1. Coverage will include employee dishonesty, loss inside and outside the premises for money and securities and faithful performance on a blanket basis.
2. Advise if coverage for Funds Transfer Fraud and Social Engineering is provided.

Blanket Limit	<u>\$100,000</u>
Deductible	<u>\$5,000</u>

**General Liability, Personal Injury Liability and Employee Benefits Liability Coverage**

1. Limits of Liability: \$1,000,000 per occurrence, no annual aggregate  
Deductible: \$0
2. Pays expenses, including judgments and defense costs.
3. Provides coverage for care, custody, and control.
4. Includes incidental medical malpractice.
5. Provides coverage for libel, slander and defamation of character.
6. Covers premises liability, advertising liability, and products liability on a per occurrence form.
7. Persons Covered/Insured **must** include named Entity, any trustees / board members, employees, student teachers, and volunteers.
8. Claims arising out of the negligent act, error, or omission of the Entity and/or its employees relative to the administration of employee benefit programs must be included.

### Professional Legal Liability

1. Provides protection for named Entity, any trustees / board members, employees, student teachers, and volunteers while acting in the course and scope of their duties.
2. Limits of Liability: \$1,000,000 per occurrence, \$1,000,000 annual aggregate Deductible: \$50,000
3. Coverage Form: Claims - Made
4. The Proposer will pay all sums to which the Entity shall become legally obligated to pay on any claim first made against them during the policy period.
5. The Proposer shall defend civil suits against the Entity alleging a Wrongful Act including but not limited to civil rights - Section 1983, discrimination, sexual abuse, sexual harassment and sexual molestation claims.
6. A claim shall include demand received by the Entity for money, services or nonpecuniary relief. This shall include the service of suit or institution of arbitration proceedings against the Insured.
7. Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim.
8. The Proposer will pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy.
9. Either Professional Legal Liability or General Liability coverage must cover claims arising out of corporal punishment or student discipline.
10. Limits of coverage will not be reduced by the payment of defense costs (defense in addition to limits).
11. Cancellation by either the Proposer or the Entity will be subject to the terms and conditions of the contractual agreement or ten (10) days in the case of nonpayment.
12. Please provide an explanation of any **Prior Acts** coverage that will be quoted.

### Automobile Liability and Physical Damage Coverage

1. Schedule of Vehicles, including Mobile Equipment, Bus Seating Capacities, & Values: See attached Exhibit 4.
2. Liability Limits & Coverage desired:  
\$100,000 per person Bodily Injury limits,  
\$300,000 per occurrence Bodily Injury limits,  
\$100,000 per occurrence Property Damage limits
3. Hired and Non-Owned Vehicle coverage shall be excess over any other valid and collectible insurance.
4. Physical Damage coverage for Vehicles (list deductible options desired):

a) Collision	\$1,000	Deductible
b) Comprehensive	\$1,000	Deductible

5. Fleet Automatic Coverage: Subject to audit, it is agreed that automatic coverage is provided for substitute and newly acquired automobiles (cars, trucks, trailers and buses) for the same coverage provided for all similar type automobiles.

## SECTION FOUR

### LOSS PREVENTION SERVICES

1. Attach a description of loss prevention services provided. Include a recent example of a loss prevention service completed by the Proposer's firm.

**Property and/or Automobile Fund Members receive the following assistance and service in planning, coordinating, and implementing effective accident/incident prevention programs:**

***Loss prevention Consultations*** - Accident prevention consultations are driven by the individual needs of the member. Additional service visits outside the service plan are provided at no additional charge.

***Member-Specific Accident Prevention Plans*** - Risk Solutions consultants prepare written accident prevention plans tailored to the member needs and assist in plan implementation.

***Loss prevention Exposure Surveys*** - Risk Solutions consultants provide workplace exposures or hazard surveys to Property and Automobile Fund Members. Consultants are experts in school district hazardous exposures and understand the importance of identifying hazardous exposures in the workplace and the impact of these hazards if not mitigated effectively. The Loss prevention staff offer low cost / high-impact solutions designed to eliminate or reduce exposures.

***Loss prevention Training Programs*** - School-specific, on-site training, covering safety topics specific to Fund Member coverage are available. Programs are tailored to the specific needs of the member, whether the presentation is for district officials, mid-level managers, or frontline supervisors. The Loss prevention Services Division also offers workshops, seminars, and other training opportunities across the state.

***Vehicle Collision Investigation Course*** - Designed to assist members understand the terms and requirements for effective collision investigations, this two-day course instructs transportation directors and supervisors in information collection at bus/vehicle collisions, determining the root cause factors, preventing reoccurrence, and supporting the district in the case of legal action.

***Loss prevention Coordinator Course*** - This two- and one-half-day training course is designed to provide loss prevention knowledge and tools to education professionals that work with loss prevention or safety issues, but do not have experience or full-time safety responsibility. The course covers a variety of loss prevention subjects such as incident investigation, train-the-trainer, district safety discussions, and accident prevention plan training, as well as on-site exposure survey experience.

***Emergency Management and School Security Services*** - The Emergency Management and School Security Program provides members access to training and resources to help them build a quality emergency management and school security program from within.

Some of the services offered include:

- Training for school safety and security audits
- Tabletop exercise training and assistance
- School Safety 101 training (including ICS 100 for Schools) for the district safety and security committee
- School-based threat assessment training and tools to manage threatening situations
- Training for recovery from a critical incident
- Intruder Assessments

A recent example of a loss prevention service completed by the Fund is provided at the end of the bid forms.

2. Provide the Proposer's experience and professional qualifications.

**Loss prevention Credentials include:**

- Occupational Health and Safety Technologist (OHST)
- Certified Professional Environmental Auditor (CPEA) and Certified US Department of Transportation (DOT) Bus Collision Investigation Course Instructor
- Certified Food Protection Specialist and Aggression Management Instructor
- Asbestos Management Planner
- Mold Assessment Consultant
- NIMs and ICS Certified Instructor

3. Describe the specific risk management materials/resources that are available to the Entity.

**Loss prevention program materials and reports are available to Property and/or Automobile Fund Members:**

- *Transportation Employee Safety Handbooks* - Safety handbooks are occupation-specific and address the safest methods for performing tasks within assigned job duties. Used to increase the effectiveness of a safety-training program, handbooks are available in English and Spanish and can be customized to include district-specific information for an additional charge.
- *Vehicle Collision Investigation Report Forms* - Comprehensive accident information collection forms ensure necessary information is obtained to help report the claim and conduct a thorough collision investigation. Together with the vehicle collision investigation course, members can easily investigate a collision, determine causative factors, and prevent future incidents.
- *DVD/Video Resource Library* - DVD and video safety topics (many in Spanish) are available at no charge other than return mail costs. In addition, the library provides other materials to be used as handouts or for bulletin board display.

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**SECTION FIVE**  
**PROPOSAL RESPONSE FORMS**

Company Information

Name of your company:	<u>TASB Risk Management Fund</u>
Phone number:	<u>800.482.7276 or 512.467.3699</u>
Facsimile number:	<u>512.467.3645</u>
Address:	<u>P.O. Box 301 Austin, Texas 78767-0301</u>
Primary business:	<u>Provider of risk management coverage to Texas school districts</u>
Type of company: (corp., partnership, etc.):	<u>The TASB Risk Management Fund is a modified self-funded risk pool organized under the Interlocal Cooperation Act.</u>
Year started in business:	<u>1974</u>
Number of years administering Property, Liability, Automobile in Texas:	<u>38</u>
Number of years administering Property, Liability, Automobile for public educational entities:	<u>38</u>

Proposers must include in the proposal a notice as to whether the person submitting the bid or an owner or operator of the business entity has been convicted of a felony and the description of the conduct resulting in the conviction. The contract may be terminated if it is determined that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.

The Proposer, in compliance with the invitation for proposal on Property, Liability, Automobile funding, having examined the specifications and being familiar with all conditions in the specifications, hereby proposes to provide the services in accordance with the proposal documents on the attached response sheets.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Having reviewed the specifications, we have complied with all requirements and conditions except as noted on the attachment labeled "Deviations."



**Associate Executive Director,  
Risk Management Services,  
Texas Association of School Boards, Inc.**

Signature and title of authorized representative

**TASB Risk Management Fund**

**July 26, 2019**

Proposing Company

Date

## Property and Contents Coverage

If quoting multiple options, provide a table illustrating the options.

Limit	<u>\$359,740,000</u>
AOP Deductible	<u>\$10,000</u>
Wind / Hail Deductible	<u>\$250,000</u>
Total Cost	<u>\$431,548</u>

Name of Company offering coverage: TASB Risk Management Fund

### Deviations

**Policy Limits** – The Fund does not have a coinsurance requirement, which allows South San Antonio ISD more coverage without the possibility of a coinsurance penalty in the event of a Covered Loss.

**Sublimit for Wind, Hurricane, and Hail Loss** to single ply membrane roofs and accompanying roof systems; all other deductibles apply: \$1,000,000

**Replacement Cost** – the Fund provides blanket replacement cost coverage at 100% of values for Direct Physical Loss to Covered Property, unless the loss is excluded, or the coverage is limited in the Property coverage agreement or the Coverage and Contribution Summary (CCS).

**Basis of Recovery** – the Fund provides blanket replacement cost up to the limits stated on the Coverage and Contribution Summary (CCS).

**Deductibles** – The available Property deductibles are \$10,000 All Other Perils and \$250,000 Wind, Hurricane, and Hail.

**Extra Expense** – The Fund will pay up to \$500,000 to cover the actual costs incurred by Fund Member for extra expense or loss in revenue, resulting directly from the interruption of operations as a result of an otherwise Covered Loss. Extra expense means additional costs that a Fund Member incurs to continue operations while its property is being repaired or replaced after having been damaged by a Covered Loss. Loss in Revenue means a reduction in income to the Fund Member from any source excluding state and federal funding, taxes and public and private grants. The extra expense and loss in revenue limit cannot be used to pay for the cost of repairing or replacing any of the property or any consequential loss.

**Newly acquired property** is included upon written notification to the Fund at blanket limits with no submit. The Fund Member agrees to maintain and report to the Fund an accurate record of Covered Property, including all newly acquired buildings.

**Scheduled Property Floater** – the Fund's Property coverage includes property owned by the Fund Member at any location or while in transit. Items such as EDP Equipment, Band Equipment, Office Equipment, and Audio/Visual Equipment are included in the Blanket Replacement Cost Limit, subject to the applicable Property deductible as shown above.

**Coverage** is provided for Computer Equipment in the Property blanket limit with no sublimit. Electronic Data Processing Equipment and Media such as servers, computers, monitors, laptops, tablets, disc drives, discs and other media on which data is stored is included in the Property Blanket Limit with no sub-limit. The Fund will pay up to \$50,000 for actual cost for replacement or recovery of information stored on electronic data processing equipment and media, such as records, data, or software resulting from a Covered Loss. The applicable Property deductible will apply.



**Equipment Breakdown Coverage**

Limit	<u>Property Limit not to exceed \$100,000,000</u>
Deductible	<u>\$10,000*</u>
Total Cost	<u>Included in Property</u>

**\*\$250,000 deductible for Wind, Hurricane, and Hail**

Name of Company offering coverage: TASB Risk Management Fund

**Deviations**

Equipment Breakdown is part of the Fund’s Property program. The limit is the property limit not to exceed \$100,000,000. The Covered Cause of Loss for this Equipment Breakdown Coverage is an “accident” or “electronic circuitry impairment.” Without an “accident” or “electronic circuitry impairment”, there is no Equipment Breakdown Coverage. Please see the Equipment Breakdown section of the Property Coverage Agreement for the definition of an “accident” and “electronic circuitry impairment.” The Equipment Breakdown deductible will match the \$10,000 All Other Perils deductible and \$250,000 deductible for Wind, Hurricane, and Hail.

These coverages apply to the Fund Member’s Covered Property under the TASB Management Fund’s Property Coverage Agreement:

<u>Coverages</u>	<u>Limits</u>
Equipment Breakdown Limit .....	As stated in the CCS
Property Damage .....	Included
Business Income .....	Included
Extra Expense .....	Included
Contingent Business Income .....	\$250,000
Data Restoration .....	\$250,000
Demolition .....	\$1,000,000
Excavation Costs .....	\$25,000
Expediting Expenses .....	\$250,000
Hazardous Substances .....	\$250,000
Newly Acquired Locations .....	Included
Off Premises Equipment Breakdown .....	\$500,000
Ordinance or Law .....	\$1,000,000
Perishable Goods .....	\$250,000
Public Relations .....	\$5,000
Service Interruption .....	Included

**Deductibles**

**As stated in the Contribution & Coverage Summary (CCS)**

**Other Conditions**

**Newly Acquired Locations – 90 Days  
Extended Period of Restoration – 30 Days**

**(Additional Other Conditions may be added reflect individual referral account needs)**

**Crime**

Limit	<u>\$100,000</u>
Deductible	<u>\$5,000</u>
Total Cost	<u>Included in Property</u>

Name of Company offering coverage: TASB Risk Management Fund

**Deviations**

**\$5,000 deductible will apply to Crime.**

The Fund will pay up to \$100,000 or the limit specified in the CCS for any loss of money or securities in excess of the deductible that the Fund Member incurs as a result of fraudulent or dishonest acts or omission by a Fund Member's employee or by the actual destruction or disappearance of money or securities. This coverage only applies to money and securities owned by the Fund Member, or money belonging to a Fund Member-affiliated entity, and in the possession of the Fund Member at the time of loss.

Claims made under this endorsement apply to Occurrences discovered and reported during the Participation Period. Any claim reported that includes a series of related fraudulent or dishonest acts by an employee shall be treated as one fraudulent or dishonest act and considered as a single Occurrence.

**General Liability, Personal Injury Liability and Employee Benefits Liability**

Limit	<u>\$1,000,000</u>
Deductible	<u>\$0</u>
Total Cost	<u>Included in Professional Legal Liability</u>

Name of Company offering coverage: TASB Risk Management Fund

It should be noted that all claims relating to bodily injury or property damage will be responded to by assertion of immunity in accordance with the Texas Tort Claims Act.

The Fund's General Liability deductible is \$0 per Occurrence. The Fund does not apply aggregate limits toward its General Liability coverage.

The Fund excludes Property Damage to property or Automobiles that are owned, leased to or in the care, custody, or control of a Covered Person.

The Fund excludes Products Liability.

Covered Person means the Fund Member; any trustee, school board member, student teacher, or volunteer while such Covered Persons are acting within the course and scope of their duties; or employee of the Fund Member, including students, while such Covered Persons are acting within the course and scope of the duties of their employment; any K-12 school district student while participating in an external career or technology program approved by the Fund Member; or any student while operating Fund Member-owned self-propelled motor-driven equipment at the direction of a Fund Member employee acting within the course and scope of the employee's employment.

## Professional Legal Liability

Limit	<u>\$1,000,000</u>
Deductible	<u>\$50,000</u>
Total Cost	<u>\$56,550</u>

Name of Company offering coverage: TASB Risk Management Fund

## Deviations

**Covered Person** means the Fund Member; any trustee, school board member, student teacher, or volunteer while such Covered Persons are acting within the course and scope of their duties; or employee of the Fund Member, including students, while such Covered Persons are acting within the course and scope of the duties of their employment; or any school district student while participating in an external career or technology program approved by the Fund Member; or, under General Liability coverage only, any student while operating Fund Member-owned self-propelled motor-driven equipment at the direction of a Fund Member employee acting within the course and scope of the employee's employment.

**Claim** means any demand for monetary or non-pecuniary relief presented to the Fund Member that results in litigation or in which the Fund Member reasonably anticipates litigation. Claim does not include demands presented for administrative proceedings or alternative dispute resolutions before any federal, state, or local administrative agency, commission, or board nor any related Damages or expenses.

**Claim Expense** means reasonable and necessary fees charged by any attorney selected by the Fund and all other reasonable expenses arising from the investigation or defense of any claim. This does not include salaries of trustees, board members or employees of the Fund Member or any other governmental body, or any other expenses otherwise excluded by this Coverage Agreement.

Coverage for Corporal Punishment or Student Discipline is provided as a Wrongful Act under Professional Legal Liability.

*Termination. Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.*

- a. By Either Party with 30 Days Notice before Renewal. Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.*
- b. By Fund Member upon Payment of Late Notice Fee. If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew, and Fund Member*

*shall be bound thereby.*

**c. By the Fund upon Breach by Fund Member.**

- 1) The Fund may terminate this Agreement, or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):**
- 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;**
- 3) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;**
- 4) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or**
- 5) Fund Member otherwise breaches this Agreement.**

***If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.***

***In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.***

**Coverage is included for prior acts and no retroactive date is applicable. For the Fund to pay; a wrongful act must happen during the participation period and the claim has to be reported to the Fund during the participation period. However, if the wrongful act happened prior to the participation period the Fund will pay only if:**

- A. The Covered Persons did not give notice to any prior insurer of the wrongful act; and the Covered Persons had no knowledge of the wrongful act likely to give rise to a claim; and**
- B. The claim is first made against the Covered Persons and reported to the Fund during the participation period.**

**The Fund may in its sole discretion extend the reporting period for wrongful acts occurring during the participation period. If offered, the Fund Member must exercise the option to purchase the extended reporting period coverage in writing and pay an additional contribution within thirty (30) days of termination date of coverage. Claims reported during the extended reporting period will be subject to the same terms and conditions as any other claims reported under wrongful acts coverage.**

Please respond to the following questions as they relate to the Professional Legal Liability coverage proposed. Please specify if there are any SUBLIMITS, otherwise it will be assumed full policy limits are available:

1. Who are the "covered persons" or "named insured?"  
**Covered Person means the Fund Member; any trustee, school board member, student teacher, or volunteer while such Covered Persons are acting within the course and scope of their duties; or employee of the Fund Member, including students, while such Covered Persons are acting within the course and scope of the duties of their employment; or any school district student while participating in an external career or technology program approved by the Fund Member; or, under General Liability coverage only, any student while operating Fund Member-owned self-propelled motor-driven equipment at the direction of a Fund Member employee acting within the course and scope of the employee's employment.**
  
2. Is Prior Acts coverage provided as part of the basic coverage? If so, what is the retroactive date?  
**Coverage is included for prior acts and no retroactive date is applicable. For the Fund to pay; a wrongful act must happen during the participation period and the claim has to be reported to the Fund during the participation period. However, if the wrongful act happened prior to the participation period the Fund will pay only if:**
  - A. **The Covered Persons did not give notice to any prior insurer of the wrongful act; and the Covered Persons had no knowledge of the wrongful act likely to give rise to a claim; and**
  - B. **The claim is first made against the Covered Persons and reported to the Fund during the participation period.**
  
3. In corporal punishment/student discipline covered?  
**Yes, corporal punishment/student discipline is covered under Professional Legal Liability. Not only does the Fund provide coverage for "corporal punishment," but it goes beyond that limited coverage to include "student discipline." Coverage for bodily injury claims arising out of corporal punishment or student discipline administered in violation of law or district policy is excluded except for claims against the Fund Member for alleged failure to exercise due care in employment of the individual administering the corporal punishment.**
  
4. Does the policy cover non-pecuniary relief? If so, are there any sublimits for either defense costs or damages? If sublimits apply, please stipulate.  
**Yes. Non-pecuniary relief is covered with no sub-limits applied.**
  
5. Are board members/employees covered as they serve on other boards within the course and scope of their employment (i.e., would coverage extend to a superintendent as he/she served on a Special Education Cooperative)?  
**Yes, board members and employees are covered if their requirement to serve on other boards is within the course and scope of their employment of the Fund Member.**
  
6. Are claims alleging discrimination covered (e.g., 1983 Civil Rights violation)? If so, what is the Limit of Liability?  
**Yes, claims alleging discrimination are covered for damages in excess of the deductible which the Covered Person shall become legally obligated to pay by reason of a wrongful act provided that the claim is made and reported to the Fund during the participation period.**  
  
**The Fund will pay up to the limits of liability as stated on the CCS.**
  
7. Is sexual misconduct (i.e., harassment), sexual abuse and molestation covered? Is so, are there sublimits?  
**Yes, this is included in the Professional Legal Liability coverage. No sublimits apply.**

**For Sexual Misconduct Claims, coverage will be applied in the following manner:**

**For coverage to apply the Wrongful Act must happen during the Participation Period and the Claim must be reported to the Fund during the Participation Period. However, if the Wrongful Act happened prior to the Participation Period the Fund will provide coverage only if:**

- A. The Covered Persons did not give notice to any prior insurer of the Wrongful Act; and the Covered Persons had no knowledge of the Wrongful Act likely to give rise to a Claim under this Coverage; and**
- B. The Claim is first made against the Covered Persons and reported to the Fund during the Participation Period.**

8. Does the coverage pay on behalf of or indemnify?

**Coverage pays on behalf of.**

9. Are defense costs within limits or in addition to?

**Defense costs are outside the Limit of Liability for all claims.**

10. Please explain the notice of claim provision and what constitutes a "demand."

**The Fund Member must give notice to the Fund of the loss, Occurrence, claim, or Wrongful Act as soon as practicable from the Covered Person's knowledge of the loss.**

**Claim means any demand presented to the Fund member that results in litigation. Claims does not include demands presented for administrative proceedings or alternative dispute resolutions before any federal, state, and local administrative agency, commission, or board nor any related damages or expenses.**

## Automobile Liability and Physical Damage Including Hired and Non-Owned Vehicles

### Automobile Liability Coverage

Limits	\$100,000 / \$300,000 / \$100,000
Deductible	\$1,000
Cost	<u>\$58,352</u>

### Physical Damage Coverage

Limits	\$1,000
Deductible	<u>\$1,000</u>
Cost	<u>\$13,639</u>

Name of Company offering coverage: TASB Risk Management Fund

### Deviations

Physical Damage to mobile equipment that is licensed for use on a public road is covered under Automobile Physical Damage. Physical Damage to mobile equipment that is not licensed for use on a public road is covered under Property.

\$1,000 is the minimum deductible available for Auto Liability and Auto Physical Damage coverages.

Auto Liability coverage is excess over any other coverage or insurance available to a Covered Person for claims involving Covered Automobiles that are not owned by the Fund Member for. The Fund will not pay any Physical Damages for these vehicles.

The Fund no longer offers Specified Perils coverage. Comprehensive provides broader coverage for physical damage resulting from a loss by a cause other than Collision. Coverage for medical payments is not included as the Texas Attorney General Opinion H-602 (copy enclosed) has identified medical payments coverage as an unconstitutional gift as public funds.

Upon expiration of each participation period, Fund Members may request a contribution adjustment due to exposure changes. Such requests must be made in writing within 60 days after the end of the Participation Period. Fund Members must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

Auto Physical Damage coverage applies to all vehicles meeting the definition of Covered Automobile.

**SECTION SIX**  
**GENERAL TERMS AND CONDITIONS**

The following terms and conditions\* are incorporated into this RFP and incorporated into any formal written agreement between SSAISD and the successful Proposer(s).

**\*The Fund has complied with the requirements and conditions, except for the noted exceptions in the proposal forms/specifications. Such noted exceptions should be considered as a formal part of this proposal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement, IPA, and the CCS.**

**SUBMISSION OF PROPOSALS:** The Proposer(s) should propose their lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP. **All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original in ink.** Failure to manually sign the required forms of this proposal may result in rejection of the Proposer's proposal. A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

Proposed prices should be firm (fixed). However, if the Proposer(s) believes it necessary to include in their price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project, if applicable. Travel expenses associated with the project must conform to Travel Reimbursement Rates posted on the Texas Comptroller of Public Accounts website for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

Proposer(s) are required to provide SSAISD with a menu of any optional services, if offered. Each service must be priced separately and independent of any other services offered or rendered.

**FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Director of Purchasing will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

**The Fund's most recent financial statement, audited by Ernst & Young LLP, has been provided behind the Financial and Reinsurance Information tab in the Fund's proposal response.**

**DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, SSAISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by SSAISD and will include only those initial proposals that SSAISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**BEST AND FINAL OFFERS:** If discussions/negotiations are conducted, proposers will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted Qualification Statement will be used for further evaluation and award recommendation.



**MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Qualification Statements may be modified or withdrawn by written or electronic notice received by South San Antonio ISD prior to the exact hour and date specified for receipt of qualification statements. A qualification statement may also be withdrawn in person by a Proposer's authorized representative prior to the due date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the qualification statement.

At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview or host a District visit, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

**LATE PROPOSALS:** Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method.

**RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of SSAISD.

**RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the Best Value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:**

The Request for Qualifications, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

**The Fund does not process purchase orders. Payment of the contribution is due in full upon billing. Invoices related to coverage renewals, changes, or additions will be sent by e-mail to the program coordinator listed on the CCS through TASB Risk Management Fund's RMFO Billing.**

**Under Section 5 of the TASB Risk Management IPA Terms and Conditions, contributions are described as follows:**

**5. Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust

contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFP as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District. In the event that a project is awarded to a Supplier and the Supplier requests changes to the Agreement, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one year from Effective Date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

**The initial term of this agreement is for one year and shall commence at 12:01 a.m., on September 1, 2019 and shall renew upon that anniversary date unless sooner terminated in accordance with the provisions of the CCS and IPA. All attempts are made to provide renewals at least 60 days prior to the renewal date. The Fund will not guarantee rates beyond the proposed participation period. Rates are determined on an annual basis using several factors, including member experience.**

Renewal, if applicable, of the contract resulting from this RFP will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of South San Antonio Independent School District, or its designee, reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

**There is not a provision in the Fund's IPA that allows for release from the agreement due to non-appropriation of funds.**

**Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

Please refer to the IPA in its entirety. The termination provision is stated below.

**Term of Agreement.** *This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.*

**Termination.** *Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.*

- a. *By Either Party with 30 Days Notice before Renewal.* Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
- b. *By Fund Member upon Payment of Late Notice Fee.* If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew, and Fund Member shall be bound thereby.
- c. *By the Fund upon Breach by Fund Member.*
  - 1) *The Fund may terminate this Agreement, or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):*
  - 2) *Fund Member fails or refuses to make the payments or contributions required by this Agreement;*
  - 3) *Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;*
  - 4) *Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or*
  - 5) *Fund Member otherwise breaches this Agreement.*

**If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.**

***In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.***

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

**Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

**Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

***Termination. Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.***

- a. By Either Party with 30 Days Notice before Renewal. Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.***
- b. By Fund Member upon Payment of Late Notice Fee. If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew, and Fund Member shall be bound thereby.***
- c. By the Fund upon Breach by Fund Member.***
  - 1) The Fund may terminate this Agreement, or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):***
  - 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;***

- 3) *Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;*
- 4) *Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or*
- 5) *Fund Member otherwise breaches this Agreement.*

*If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.*

*In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.*

\*Purchases made as a result of this RFP require the issuance of an official SSAISD Purchase Order from the District's Purchasing Department. All services provided without a Purchase Order may be considered a donation to the District.

\*SSAISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the awarded supplier by the issuance of a Purchase Order change. Only an SSAISD Purchasing staff member may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier.

**\*The Fund does not process purchase orders. Payment of the contribution is due in full upon billing. Invoices related to coverage renewals, changes, or additions will be sent by e-mail to the program coordinator listed on the CCS through TASB Risk Management Fund's RMFO Billing.**

**Under Section 5 of the TASB Risk Management IPA Terms and Conditions, contributions are described as follows:**

**5. Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable SSAISD procedures and policies. Unless indicated otherwise in the Agreement, only the Director of Purchasing is authorized to make changes to the Agreement. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at their own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at their own risk or peril and risks termination of the Agreement for cause.

**QUANTITY:** There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by SSAISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

**NON-ASSIGNMENT:** The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.

**Please see Items 9 and 20 in the terms and conditions of the IPA:**

9. ***Administration of Claims. The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.***
20. ***Representation. Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.***

**USE OF DISTRICT NAME OR LOGO(S):** Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Director of Purchasing.

**AUTHORIZATION/PERMITS:** The Supplier must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of San Antonio, Bexar Country, and the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the District.

**The Fund has been the single largest provider of risk management coverage to Texas school districts since 1974. The Fund is not an insurance company or agency and is not required to be licensed. The Fund is a modified self-funded pool organized by the Texas Association of School Boards in accordance with the Texas Government Code Chapter 2259, Title 10 and the Texas Interlocal Cooperation Act (Chapter 791, Title 7) to self-insure risks of loss for Auto, Liability, Property, Unemployment Compensation, and Workers' Compensation exposures.**

**\*SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract or cancel the contract.

**WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this contract if the District determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the contract.

**\*Please refer to the SB9 – Contractor Certification documents provided at the end of the bid forms.**

**CONFLICT OF INTEREST DISCLOSURE:** pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with South San Antonio ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code. The District's electronic Conflict of Interest Disclosure form can be found here:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

**CERTIFICATE OF INTERESTED PARTIES:** Effective January 1, 2016 all contracts executed by the South San Antonio ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All

vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT VENDOR VERIFICATION FORMS:**

All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Forms within this document.

**\*SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION:** The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

SSAISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**\*Claims related documentation is available for audit, however, other types of Fund records may not be available to audit as described here.**

**CONFIDENTIAL AND PROPRIETARY INFORMATION:** The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. Proposers must clearly and conspicuously mark any pages of their RFP response when they feel are not subject to the TPIA as "PROPRIETARY AND CONFIDENTIAL." In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an



exception to public disclosure. Supplier further acknowledges that pages of their RFP response not clearly marked as "PROPRIETARY AND CONFIDENTIAL" may be released as part of a TPIA request without notice to Supplier.

**WORK MADE FOR HIRE:** All work resulting from this project shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and SSAISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier's personnel in the course of performing the work.

**STUDENT CONFIDENTIALITY:** Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

**INSURANCE:** Unless otherwise agreed to by SSAISD, the Supplier shall carry insurance with responsible carriers acceptable to SSAISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to SSAISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.

The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability	Statutory for Worker's Compensation
Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non-subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District	Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$1,000,000 aggregate
Professional Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (Including employer's non- ownership and hire auto coverage)	\$1,000,000 combined single limit per occurrence

Form of Policies The insurance may be in one or more policies of insurance, the form of which must be approved by the District.

Insured Parties Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the District (and it's elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.

**The Fund will not agree to name South San Antonio ISD as additional insured on any of its coverages.**

Deductibles A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.

Cancellation Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company. Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Contract.

**Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

***Termination. Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.***

- a. ***By Either Party with 30 Days Notice before Renewal. Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.***
- b. ***By Fund Member upon Payment of Late Notice Fee. If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew, and Fund Member shall be bound thereby.***
- c. ***By the Fund upon Breach by Fund Member.***
  - 1) ***The Fund may terminate this Agreement, or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):***
  - 2) ***Fund Member fails or refuses to make the payments or contributions required by this Agreement;***
  - 3) ***Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;***
  - 4) ***Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or***

**5) Fund Member otherwise breaches this Agreement.**

***If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.***

***In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.***

Subrogation Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected and appointed officials, officers, agents or employees.

**No Waiver of Subrogation Rights. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.**

Endorsement of Primary Insurance Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Delivery of Policies All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance coverage shall authorize the District, at its opinion, to terminate the Contract at once.

**TAXES:** SSAISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

**\*INVOICES/PAYMENT:** SSAISD standard payment terms are net 30 days after receipt of goods/services AND invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: South San Antonio Independent School District, Accounts Payable Department, 5622 Ray Ellison Blvd., San Antonio, Texas 78242, unless otherwise specified.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate SSAISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District. In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. **The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.**

**\*Contributions are payable, in full, annually and are due on the effective date of coverage. Invoices related to coverage renewals, changes, or additions will be sent with all appropriate contractual documents to the Program Coordinator as named on the CCS. Invoices are to be sent by e-mail through TASB Risk Management Fund's RMFO Billing.**

**BONDING:** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond, and \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The Director of Purchasing will advise potential Proposers if a particular project requires bonding.

**GOVERNING LAW:** Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Bexar, State of Texas, shall be an appropriate place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

**Please see Item 25 in the terms and conditions of the IPA:**

***25. Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Travis County, Texas, unless otherwise mandated by law. In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees that are equitable and just.***

**RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from SSAISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SSAISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**NO WAIVER OF IMMUNITY:** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of SSAISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**\*INDEMNIFICATION: THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND SSAISD AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY SSAISD AND ITS OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**\*Because the TASB Risk Management Fund (Fund) is a modified self-funded pool organized in 1974 by the Texas Association of School Boards in accordance with the Texas Government Code Chapter 2259, Title 10, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7), the Fund is not able to agree to the indemnification, protection, defense, and hold harmless agreements listed in the bid terms and conditions.**

**NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***

To: South San Antonio Independent School District  
Attn: Director or Purchasing  
5622 Ray Ellison Blvd.  
San Antonio, Texas 78242

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

**THIRD PARTIES:** Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against SSAISD or the Supplier(s). Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either SSAISD or the Supplier.

**TERMINATION:** The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause. SSAISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. In the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination, unless otherwise mutually agreed upon by District and Supplier.

**Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

**Termination.** *Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.*

- a. *By Either Party with 30 Days Notice before Renewal. Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.*
- b. *By Fund Member upon Payment of Late Notice Fee. If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew, and Fund Member shall be bound thereby.*
- c. *By the Fund upon Breach by Fund Member.*
  - 1) *The Fund may terminate this Agreement, or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):*
  - 2) *Fund Member fails or refuses to make the payments or contributions required by this Agreement;*
  - 3) *Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;*
  - 4) *Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or*
  - 5) *Fund Member otherwise breaches this Agreement.*

*If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.*

*In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.*

**DEFECTIVE/NON-CONFORMING WORK:** If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, SSAISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of SSAISD's order to stop further work, as set forth above, SSAISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

**Please refer to the IPA in its entirety. The termination provision is stated below.**

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  - 2) ***Fund Member fails or refuses to make the payments or contributions required by this Agreement;***
  - 3) ***Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;***
  - 4) ***Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or***
  - 5) ***Fund Member otherwise breaches this Agreement.***

***If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.***

***In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.***

**DEFAULT CONDITIONS:** If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), SSAISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. SSAISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to SSAISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by SSAISD as a result of Supplier default). In the event of default, SSAISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to SSAISD for all costs exceeding the Agreement price that SSAISD incurs in completing or procuring the services and goods as provided for in the Agreement. SSAISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing. **Please refer to the IPA in its entirety. The termination provision is stated below.**

***Term of Agreement. This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.***

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  - 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;***



- 3) *Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;*
- 4) *Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or*
- 5) *Fund Member otherwise breaches this Agreement.*

*If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.*

*In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.*

**WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S DIRECTOR OF PURCHASING.

**USE BY OTHER GOVERNMENT ENTITIES:** The Texas Education Code 44.031 (a)(4) allows for government entities, state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event SSAISD allows another governmental entity to join the Agreement, it is expressly understood that SSAISD shall in no way be liable for the obligations of the joining governmental entity.  
**The Fund does not agree to this request.**

**UNENFORCEABLE SECTIONS:** If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

**SUBCONTRACTING:** The Supplier shall not subcontract services provided in this RFP without prior written approval by SSAISD.

**The property claims division hires independent property appraisers to provide estimates of loss. The independent property appraiser will be onsite to visually inspect any damaged property.**

**WORK STOPPAGE:** In no event shall SSAISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.

**HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

**BUSINESS ETHICS:** During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of SSAISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify SSAISD of the possible violation. SSAISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to SSAISD's personnel or its authorized agents and representatives.

**BUSINESS CERTIFICATES/SSAISD TAXES:** All individuals or entries entering into a contract with SSAISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas

Revised Limited Partnership Act. All partners in a partnership must file a "Certificated of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

Entities whether, Corporate, Partnership, or Sole Owner must be current on SSAISD Property Taxes: If commercial personal property is located within SSAISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

**ATTORNEY FEES:** In connection with SSAISD's defense of any suit against it and/or SSAISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which SSAISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, SSAISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**Please see Item 11 in the Terms and Conditions of the IPA:**

***11. Subrogation and Assignment of Rights. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.***

**SECTION VII**  
**EVALUATION CRITERIA**

Evaluation Factors - Evaluation factors shall include, but are not limited to, the following:

- Proposer's expertise, experience, and service capabilities.
- Proposer's key staff proposed to be assigned to perform work with South San Antonio ISD.
- Proposer's past performance.
- Proposer's access to specialized insurance markets.
- Proposer's telephone or in-person interview, if requested.
- Costs to South San Antonio ISD of policies placed.

**Section VIII**  
**PROPOSAL FORMAT**

Tab A - Title Page: Include RFP number, subject, the name of the proposer, address, telephone number and the date.

Tab B - Table of Contents: Include a clear identification of the material by section and by page number.

Tab C - Letter of Transmittal: Letter must be on company letterhead. Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. This letter must be signed by the individual authorized to bind the firm in any contract with the District.

Tab D - Required proposal information as described in this RFP.

Tab E - Proposal Response Forms and all District forms completed. The blank forms (A-I) are included in this RFP and must be completed and included in your proposal response.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**SECTION IX**  
**FORMS**

**THIS SECTION INTENTIONALLY LEFT BLANK**

# Tab E

**FORM A**  
**FIRM INFORMATION**

Notice

This form requires an original manual signature after each subsection, a manual signature on the final page and must be included with the proposal in Tab 2 of the Proposal.

STATE OF Texas

COUNTY OF Travis

§  
§AFFIDAVIT OF OWNERSHIP, CONTROL  
§AND CORPORATE INFORMATION

I, Dubravka H. Romano [FULL NAME]  
HEREAFTER  
"AFFIANT"

**Associate Executive Director, Risk Management Services,**  
**Texas Association of School Boards, Inc.** [STATE TITLE/CAPACITY WITH PROPOSAL] OF

**TASB Risk Management Fund** (PROPOSAL'S CORPORATE/LEGAL NAME), WHO

ASSURE THE DISTRICT OF THE FOLLOWING:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;
2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH RFP #2019-14, PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE  
[RFP NUMBER AND TITLE] WHICH IS EXPECTED TO BE IN AN AMOUNT THAT EXCEEDS \$10,000.
3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.

COMPANY NAME TASB RISK MANAGEMENT FUND

HOME OFFICE 12007 RESEARCH BOULEVARD LOCAL OFFICE NOT APPLICABLE

CITY AUSTIN

STATE TEXAS 78759-2439

TELEPHONE 800.482.7276 FAX 512.467.3645 TELEPHONE NOT APPLICABLE FAX NOT APPLICABLE

CONTACT PERSON'S NAME ADRIAN PEÑA, SR. RISK MANAGEMENT CONSULTANT

CONTACT PERSON'S TELEPHONE NUMBER 800.482.7276 FAX NUMBER 512.467.3645

CONTACT PERSON'S EMAIL ADDRESS ADRIAN.PENA@TASB.ORG

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION 45
2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME 45
3. DOES YOUR COMPANY PAY TAXES TO THE SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT? **No**
4. IF YES, ARE YOUR TAX PAYMENTS TO SSAISD CURRENT? **Not Applicable**
5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  YES  **NO, to the best of my knowledge and belief**
6. TYPE OF BUSINESS ENTITY:  PUBLICLY TRADED CORPORATION  PRIVATE CORPORATION  LIMITED PARTNERSHIP  PARTNERSHIP  SOLE PROPRIETORSHIP  **NOT FOR PROFIT ENTITY**
7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS: **Not Applicable**

DATE OF INCORPORATION	_____
STATE OF INCORPORATION	_____
CHARTER NUMBER	_____
PRESIDENT	_____
VICE PRESIDENT	_____
CORPORATE SECRETARY	_____
TREASURER	_____
8. IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION January 1974
9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS **Not Applicable**
10. NUMBER OF YEARS DOING BUSINESS WITH SSAISD 42
11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS?  YES  NO
12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS\_\_\_\_  
**The Fund markets to TASB member districts in excess of 1000 entities, including independent school districts, community colleges, education service centers, and shared services arrangements. Of these member districts, 669 are members in the Auto, Liability, and/or Property Programs. A list of references are provided below.**
13. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.  
**Not Applicable**
14. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:  
**The TASB Risk Management Fund is a modified self-funded risk pool organized under the Interlocal Cooperation Act.  
James B. Crow, Executive Director, Texas Association of School Boards, Inc.  
Dubravka H. Romano, Associate Executive Director, Risk Management Services, Texas Association of School Boards, Inc.**



15. CHECK ONE OF THE FOLLOWING:

- PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE
- PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

16. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: Texas


IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS  YES  NO

IF YES, WHAT PERCENTAGE: \_\_\_\_\_%

DOES YOUR COMPANY EMPLOY 500 OR MORE PERSONS IN TEXAS?  YES  NO

**TASB Risk Management Fund contracts with TASB, Inc. to be the administrator of the Fund's programs. TASB, Inc. employs over 450 full-time employees across the state of Texas.**

I ATTEST THAT I HAVE ANSWERED THE QUESTIONS REGARDING COMPANY INFORMATION TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.



\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

**DUBRAVKA H. ROMANO**

\_\_\_\_\_  
PRINTED NAME

**Associate Executive Director  
Risk Management Services  
Texas Association of School Boards, Inc.**

\_\_\_\_\_  
TITLE

**FORM B**  
**ANTITRUST CERTIFICATION STATEMENT:**

(Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

COMPANY NAME TASB RISK MANAGEMENT FUND

COMPANY ADDRESS 12007 RESEARCH BLVD.

CITY, STATE, ZIP CODE AUSTIN, TEXAS 78759-2439

PHONE 800.482.7276 OR 512.467.3699

FACSIMILE 512.467.3645

PROPOSER SIGNATURE *Dubravka H. Romano*

PROPOSER PRINTED NAME DUBRAVKA H. ROMANO

POSITION WITH COMPANY ASSOCIATE EXECUTIVE DIRECTOR, RISK MANAGEMENT SERVICES, TASB, INC.

(IF DIFFERENT FROM ABOVE)

**NOT APPLICABLE**

OFFICIAL AUTHORIZING PROPOSAL

CORPORATE OFFICER'S SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

**FORM C**  
**Instructions to School District Contractors Regarding Criminal History Background Searches**  
**Under Texas Education Code §22.0834(g)**

Texas Education Code §22.0834(g) directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322  
Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name  
Company Address  
Company Phone  
Name of Company point of contact  
Phone of Company point of contact  
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After you sign the DPS User Agreement for FACT, DPS will provide you with a revised ***FAST Fingerprint Pass*** that you will have to provide to your employees and applicants. Your employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

**Criminal History Background Searches Under Texas Education Code §22.0834(g)**

The Contractor shall be responsible for compliance with all required provisions of Texas Education Code §22.0834(g) at no additional cost to the Owner. Texas Education Code §22.0834(g) requires fingerprinting, background checks and registration through the Texas Department of Public Safety (DPS) of all employees of the Contractor, Subcontractors, and material and/or any other type suppliers who may enter any site where South San Antonio ISD students are or may be attending classes, or where students are on or may be on the site for any school purpose.

All inquiries related to compliance with Texas Education Code §22.0834(g) shall be forwarded to:

Director of Purchasing  
South San Antonio Independent School District  
210-977-7070

The Contractor shall be responsible for all costs related to compliance with Texas Education Code §22.0834(g) and include those costs within its proposal. Employees of the Contractor shall not be permitted to access the site and begin work until such time as all provisions of Texas Education Code §22.0834(g) for each employee have been satisfied.

**FORM D**  
**SENATE BILL 9 CONTRACTOR CERTIFICATION**

Please see SB9 – Contractor Certification on the following 2 pages

Texas Education Code §22.0834(g) Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

*Covered employees:* All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ (“Proposer”), I certify that [check one]:

None of Contractor’s employees are covered employees, as defined above.

Or

Some or all of Contractor’s employee are covered employees. If this box is selected, I further certify that:

(1) In the event Proposer is awarded this contract with the District, Proposer shall obtain all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees that have a disqualifying conviction shall be used to carry out the duties required of this contract. Proposer has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students

(2) If Proposer receives information that a covered employee has a disqualifying conviction, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Proposer will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Proposer with this certification may be grounds for contract termination.

Proposer Signature \_\_\_\_\_  
Proposer Printed Name \_\_\_\_\_  
Position with Company \_\_\_\_\_  
Date \_\_\_\_\_

## Model SB 9 Contractor Certification Contractor Employees

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

The district may not obtain criminal histories for contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

### **Definitions:**

*Covered employees:* Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes *continuing duties* or *direct contact* with students.

*Disqualifying criminal history:* (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including an offense listed at 19 Tex. Admin. Code § 249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

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On behalf of Texas Association of School Boards, Inc., Administrator for TASB Risk Management Fund ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to South San Antonio Independent School District ("District") that [check one]:

- None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

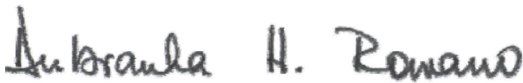
- Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

- 1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- 3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



Signature

July 26, 2019

Date

**Dubravka H. Romano**  
**Associate Executive Director**  
**Risk Management Services**

**Title: Texas Association of School Boards, Inc.**

**FORM E**  
**PRICING AND SERVICE AFFIRMATION**

Proposal of: TASB Risk Management Fund  
(Proposer Firm Name)

To: South San Antonio Independent School District

RFP Number: ~~2019-11~~ 2019-14

RFP Name: ~~INDEPENDENT FINANCIAL AUDIT SERVICES CONTRACT~~  
**PROPERTY, LIABILITY, AND AUTOMOBILE COVERAGE**

Proposer will provide the product/services to the South San Antonio Independent School District ("SSAISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. SSAISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above referenced RFP upon the terms quoted below.

**1 Price and Products/Services Quotation:** The prices quoted shall be SSAISD's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that SSAISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

**2 \*SSAISD Payment Terms:** SSAISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to SSAISD: **The Fund does not process purchase orders. Payment of the contribution is due in full upon billing. Invoices related to coverage renewals, changes, or additions will be sent by e-mail to the program coordinator listed on the CCS through TASB Risk Management Fund's RMFO Billing.**

**Under Section 5 of the TASB Risk Management IPA Terms and Conditions, contributions are described as follows:**

**5. Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust

contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

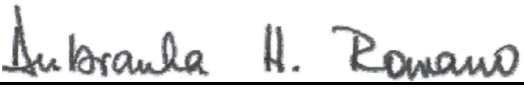
**3 \*\*General Terms and Conditions:** Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP unless exceptions are identified in the Exception Form (Form C).

Prompt Payment Discount      % \_\_\_\_\_ days / net 30 days.

**\*\*The Fund has complied with the requirements and conditions, except for the noted exceptions in the proposal forms/specifications. Such noted exceptions should be considered as a formal part of this proposal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement, IPA, and the CCS.**

Respectfully submitted:

**Company Name:** TASB Risk Management Fund

**By:**   
Corporate Officer's Signature

**Printed Name:** Dubravka H. Romano

**Title:** Associate Executive Director, Risk Management Services  
Texas Association of School Boards, Inc.

**Date:** July 26, 2019



**FORM F**  
**EXCEPTION FORM**

All deviations and exceptions to this RFP must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures SSAISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. **THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT AND SUBMITTED WITH THE PROPOSAL.** Proposers should respond to this section by quoting the exact language in this RFP that they take exception to, and then indicate what the specific concern with the language is.

The Fund has complied with the requirements and conditions, except for the noted exceptions in the proposal forms/specifications. Such noted exceptions should be considered as a formal part of this proposal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement, IPA, and the CCS.

**TASB RISK MANAGEMENT FUND**

COMPANY NAME

*Dubravka H. Romano*

CORPORATE OFFICER'S SIGNATURE

**DUBRAVKA H. ROMANO**

PRINTED NAME

**JULY 26, 2019**

DATE

**FORM G**  
**CERTIFICATION OF INSURANCE**

Proposer is asked to submit proof of insurance as Form F of Proposal response.

**Certificates of Coverage have been provided behind the Certificates of Coverage tab of the Fund's proposal response.**

Please see attached memorandum

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



# Memorandum

To: Administrator

From: Texas Association of School Boards Risk Management Fund

Re: Application of Disclosure Requirements

## **Chapter 176 of the Texas Local Government Code**

The Texas Association of School Boards Risk Management Fund (Fund) is aware of the CIQ form and the disclosure requirements under Chapter 176 of the Texas Local Government Code. However, the Fund is not a vendor under that law. It is a collective of local governmental entities that have jointly agreed to perform a governmental function or service. These types of entities are not covered by the vendor disclosure requirements under Chapter 176. (See § 176.002, Texas Loc. Gov. Code)

## **Chapter 2252 of the Texas Government Code**

The Fund is also aware of the disclosure of interested party requirements under Chapter 2252 of the Texas Government Code. Similarly, the Fund is not a business entity under that law. As a collective of local governmental entities that have jointly agreed to perform a governmental function or service, the Fund is a governmental entity not subject to the disclosure of interested party requirements under Chapter 2252. (See 1 TAC 46.3(b))

We trust that this memorandum satisfies your query. If you have any questions, feel free to call Paul Taylor at 512.467.3663.



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James B. Crow  
Secretary

*Effective Date: January 1, 2016*

**FORM I**  
**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT CERTIFICATIONS**

South San Antonio ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to South San Antonio ISD along with your proposal.

The following certifications and provisions are required and apply when South San Antonio ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**FELONY CONVICTION NOTIFICATION**

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Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”. Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business for services performed before the termination of the contract.”

**Neither the board members of the TASB Risk Management Fund nor the TASB Executive Director or myself have been convicted of a felony.**

Does vendor agree? YES AR Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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**As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES AR Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89**

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Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual
3. with South San Antonio Independent School District.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**Not Applicable – the Fund is a non-profit, member-owned, and member-governed self-funded pool and does not meet the definition of a “Company.”**

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

**The following provisions are required and apply when federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process.**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by South San Antonio ISD, South San Antonio ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by South San Antonio ISD, South San Antonio ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. South San Antonio ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if South San Antonio ISD believes, in its sole discretion that it is in the best interest of South San Antonio ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by South San Antonio ISD as of the termination date if the contract is terminated for convenience of South San Antonio ISD. Any award under this procurement process is not exclusive and South San Antonio ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of South San Antonio ISD.

Does vendor agree to abide by the above? YES Not Applicable Initials of Authorized Representative of vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by South San Antonio ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does the vendor agree to abide by the above? YES Not Applicable Initials of Authorized Representative of vendor.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by South San Antonio ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by South San Antonio ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by South San Antonio ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any



person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(1) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS,  
COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by South San Antonio ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES Not Applicable Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES AR Initials of Authorized Representative of vendor

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**\*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

**\*The Fund does not believe that the questions required due to SSAISD's receipt and expenditure of Federal funds are applicable to the Fund concerning the provision of Risk Management Services under SSAISD's existing interlocal contract with the Fund. If SSAISD believes that these questions are applicable and provides the Fund notice, the Fund will respond as requested.**

Vendor's Name/Company Name: TASB Risk Management Fund

Address, City, State, and Zip Code: PO Box 301, Austin, Texas 78767-0301

Phone Number: 800.482.7276 or 512.467.3699 Fax Number: 512.467.3645

Printed Name and Title of Authorized Representative: Dubravka H. Romano, Associate Executive Director, Risk Management Services, Texas Association of School Boards, Inc.

Email Address: RFPUnderwriting@tasb.org

Signature of Authorized Representative: Dubravka H. Romano

Date: July 26, 2019 Federal Tax ID # 74-2499129

# LOSS PREVENTION SAMPLE HAZARD SURVEY

**Location Surveyed: Elementary School**

**Combustible materials consisting mostly of paper are hanging in the hallways blocking view of exit signs and creating a fire hazard in campus egress routes.**

Combustible materials hanging from the ceiling constitute a fire hazard. In addition, these block the view of posted exit signs in the hallway. The hallways are the main egress route in case of an emergency and pose a severe hazard in a fire. Serious injury and property damage may result in a fire. These materials should be removed from the hallways. If staff wants to hang items in the hallways, they should consult with the local fire marshal or authority having jurisdiction for fire protection in the area.



# LOSS PREVENTION SAMPLE HAZARD SURVEY



**Network printers were installed in a location where access is blocked to electrical panels in the teacher workroom.**

Electrical panels contain circuit breakers that need to be readily accessible. In case of an emergency, access would be blocked and create a potentially hazardous condition. Serious injury or fire hazards may result from inaccessible electrical panels. National Fire Protection Association recommends a minimum of three feet clearance around electrical panels. Instruct staff not to store items blocking access to electrical panels as well as maintain three-feet of clearance at all times.





# LOSS PREVENTION SAMPLE HAZARD SURVEY

**Location Surveyed: Middle School**

**Trees have grown too close to the roof with the potential to create damage when branches brush against surface and may provide access to roof for persons and pests.**

Growth of trees, limbs, and branches should be monitored regularly to ensure that do not provide an opportunity to damage roofs. As these move with the wind, damage may occur that can lead to serious roof issues including leaks. In addition, growth onto roofs may provide unauthorized access to persons and even pests. Trees, limbs, and branches with growth onto roof should be cut back before the spring growing season. A preventive program should be instituted that monitors growth and removes excess before it becomes a problem.



# LOSS PREVENTION SAMPLE HAZARD SURVEY



**Several exit signs were observed to not be functioning.**

Exit signs are required by the life safety code for all public buildings. As part of this requirement, these should be checked on a regular basis to ensure these are functioning. Serious injury may result from not working exit signs in an emergency. Exit signs should be checked on a regular basis and non-functioning units should be repaired.





# South San Antonio Independent School District



## About the Fund

The Fund is a nonprofit self-insured risk pool guided by a mission to provide comprehensive and responsive risk solutions that support educational excellence in Texas public school districts and other public educational entities.

The Interlocal Participation Agreement (IPA) allows political subdivisions to pool risks ordinarily assumed on an individual basis.

The Fund is not an insurance company or agency and is not required to be licensed, nor is it regulated by the Texas Department of Insurance. The TASB Risk Management Fund is not subject to Best's rating.

## TASB Partnership

The Fund contracts with the Texas Association of School Boards (TASB) to administer and manage its programs. TASB experts in human resources, business services, and school board operations are always close by, making it easier to help members on a broader scale.

## Fund History

In 1974, several Texas school districts recognized risk-pooling as a way to satisfy the new legal requirement to provide workers' compensation coverage to employees. TASB worked with several of its members to create the TASB Workers' Compensation Self-Insurance Fund (WCSIF) to meet school districts' needs for affordable and professional workers' compensation services. The successful WCSIF launch led to additional risk management programs, which merged in 1997 to form the Fund.

A 19-member Board of Trustees is responsible for governance and operations and ensures that the Fund remains true to its mission. Trustees are uniquely positioned to understand the needs of Texas public school districts and educational entities. They represent member organizations and include school board members, superintendents, or other school officials.

The Fund has remained a stable and financially strong partner to members for decades. We are committed to maintaining this position and continuously meeting the ever-changing needs of those we serve.

# South San Antonio Independent School District



## Fund Board of Trustees



**Ted Beard**  
Fund Chair  
Longview ISD



**Morris  
Blankenship**  
Adrian ISD



**Gerry M. Fleuriet**  
Harlingen CISD



**Dovie  
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**Dr. Jo Ann  
Bludau**  
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**Eduardo Ramos**  
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**Dr. Marcelo  
Cavazos**  
Arlington ISD



**Anthony  
Hill**  
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**Velinda Reyes**  
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**Wes  
Eversole**  
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**Andra Self**  
Lufkin ISD



**Paul  
McLarty**  
Clear Creek ISD



**Scott Campbell**  
East Chambers ISD



# South San Antonio Independent School District



## Programs

Whether looking to the Fund for one coverage program or all five, members receive service from experts in risk management for school districts and other education entities. Fund members can count on comprehensive risk management strategies, including loss prevention services that are unmatched in the industry, in-house claims administration, medical cost management, underwriting, and an array of training and education opportunities.

The Fund offers the following programs for membership:

- Auto Liability and Physical Damage coverage specifically for school districts and other educational entities
- Comprehensive Property coverage specifically for school districts and other educational entities
- School Liability with Professional Legal Liability and General Liability coverage that recognizes the unique exposures and immunities of districts and other public entities
- Privacy and Information Security coverage included in Property and Liability programs at no additional cost
- Unemployment Compensation services that include assistance with hearings before the Texas Workforce Commission (TWC)
- Workers' Compensation coverage with options for fully funded and aggregate deductible plans as well as Administrative Services Only (ASO) plans

Members can choose from various pricing and risk retention or deductible options, depending on their needs.

## Comprehensive Risk Management Solutions



**Auto**



**Property**



**School Liability**



**Privacy and  
Information Security**



**Unemployment  
Compensation**



**Workers'  
Compensation**



**TASB Partnership**



**Loss Prevention Services**



**Training and Education**

# South San Antonio Independent School District



## Service Philosophy

While it may look like an insurance company, the Fund is not insurance. We're really in the education business, and we believe schools should be healthy, safe, and secure learning and working environments. The heart of the Fund's mission is to support educational excellence in Texas public education.

To that end, the Fund provides members with consultations, training, and resources to prevent and mitigate losses, and top-tier integrated claims and medical management when claims occur.

We think that's the value of membership, and we hope you agree.

## Member Survey

The Fund surveys members for feedback to ensure services continue to meet members' needs. In 2017, the Fund launched its most comprehensive survey to date.

### What Fund members say

**99%** of members agree the Fund provides comprehensive risk solutions for their organization



**97-99%**

of Fund members renew their coverages on an annual basis

**Top reasons** for staying with the Fund include

- Customer Service
- Claims Handling
- Price
- Relationships



# South San Antonio Independent School District



## Member Benefits

### Annual Members' Conference

The Fund hosts the premiere risk management training event, the annual Members' Conference, in Austin each spring. Education professionals from across the state attend to learn from experts about risk management hot topics that impact their organizations. The conference is provided at no additional cost to Fund members.

### Fund Excellence Awards

We are proud of our members for strengthening and improving their organizations and communities. For more than a decade, we've recognized their ideas with the Innovation Awards. The program has been updated to better showcase the variety of excellence in risk management solutions our members implement with the TASB Risk Management Fund Excellence Awards.



### Webinars

Fund webinars bring high-quality training directly to members' desktops. In both live and recorded sessions, attendees can learn about their legal rights and obligations, cost savings, and how to do business in an efficient and safe manner. This ongoing series is provided at no additional cost to members.

### Online Services

The Fund Website ([tasbrmf.org](http://tasbrmf.org)) features a member service center, library of resources, training database, and an array of information.

*myTASB* is a secure site just for members that provides manuals, training documents, sample forms and notices, a training video library, and online reports.

A user ID and password are required to access these secure resources. The member's designated program contact can create *myTASB* user accounts and grant access to other employees.

### Claims Reporting

Members can report a claim online, with the ability to review and edit information before submission. In addition, members can e-mail police reports, pictures, and other investigative documents with ease.

### Online Reports

Members can monitor various reports, which are updated daily, using *myTASB*. Fund members can log in at any time and delegate access to other staff members. The reports have been updated with a new look and added functionality for members in Workers' Compensation, Auto, Liability, Property, and Unemployment Compensation.

### Member Blog

The Fund's member newsletter, *News and Views*, is now the *InsideRM* blog ([tasbrmf.org/insiderm](http://tasbrmf.org/insiderm)). The blog keeps members informed of the latest educational opportunities and risk management hot topics. This is provided to members at no additional cost.

# South San Antonio Independent School District



## Program Information

School districts and other educational entities can face unique challenges and complexities when dealing with auto, liability, and property claims. That's why members trust the Fund's expertise and leadership in the industry.

Refer to the Contractual Documents for full and complete coverage and contractual obligations.

## Property

The Fund provides replacement cost coverage at 100% of values for Direct Physical Loss to Covered Property, unless the loss is excluded or the coverage is limited in the Property Coverage Agreement or the CCS. The loss must exceed the deductible amount shown on the CCS or this Coverage Agreement. Covered Property means the member's interest in buildings, personal property, and other structures as outlined in the Property Coverage Agreement. All personal property owned by the member is covered while in transit or off-premises with no applicable sublimit.

## Blanket Coverage

Property coverage is provided to members on a blanket basis, which means there is no scheduled limit or cost on a per-building basis. The Fund has no coinsurance requirement, thus protecting the member from the possibility of a coinsurance penalty in the event of a loss. Members' appraised values are updated annually, therefore an Agreed Amount Endorsement is not necessary.

There is a \$1,000,000 sublimit for a Wind, Hurricane, and Hail Loss to single ply membrane roofs and accompanying roof systems; all other deductibles apply. A Single Ply Membranes is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

## Automatic Coverage

- Trees, shrubs, and plants
- Newly acquired property
- New construction or renovation of buildings and other structures by the Fund Member
- Extra expense and Loss in revenue
- Increased cost due to code enforcement or compliance
- Debris removal
- Valuable paper and records
- Electronic records and data
- Food spoilage
- Pollutant cleanup
- Backup of sewers and drains
- Damage to mobile equipment that is not registered for use on a public road

*See the CCS and coverage agreement for details. These coverages are included, but many of them have specific limits.*

## Coverage Agreement Information

The Coverage Agreement is written in manuscript form and is designed to meet the coverage needs of Texas school districts and other educational entities. Additional specific endorsements may not be necessary. In many cases, the Fund is also able to fulfill member requests to provide additional insured coverage, loss payables and certificates of coverage for entities contracting with a Fund Member.

# South San Antonio Independent School District



## Equipment Breakdown

All members of the Fund's Property program have Equipment Breakdown coverage with limits equal to their Property limits or \$100,000,000, whichever is less. This coverage protects air conditioning and refrigeration units, as well as boilers, pressure vessels, and electronic circuitry. Boiler inspections required by law will be provided. The deductible is the same as the Property All Other Perils (AOP) deductible.

Please refer to the Equipment Breakdown Coverage Summary, located on the first page of the Equipment Breakdown section of the enclosed Coverage Agreement, for all sublimits that apply.

Coverage is included for repair or replacement of equipment using CFC refrigerants with retro-fitted or replacement equipment that is CFC-free. Additional coverage is provided for artificially generated electrical currents, including electrical arcing that damages electrical devices, appliance, or wires.

## Maintenance

Fund Members are expected to regularly inspect and maintain all Covered Property. Coverage may be denied if the failure to do so results in a greater Loss than would have otherwise occurred with proper maintenance. The Fund may request a copy of the Fund Member's logs to verify compliance.

### Equipment Breakdown coverage:

Property Damage	Included
Business Income	Included
Extra Expense	Included
Contingent Business Income	\$250,000
Data Restoration	\$250,000
Demolition	\$1,000,000
Excavation Costs	\$25,000
Expediting Expenses	\$250,000
Hazardous Substances	\$250,000
Newly Acquired Locations	Included
Off Premises Equipment Breakdown	\$500,000
Ordinance or Law	\$1,000,000
Perishable Goods	\$250,000
Public Relations	\$5,000
Service Interruption	Included



# South San Antonio Independent School District



## Included Endorsements

### Flood

The Fund will pay the amount of a Loss to Covered Property that exceeds the deductible amount for Flood damage up to \$2,000,000 per Occurrence/annual aggregate or the limit specified in the Contribution and Coverage Summary (CCS). For this endorsement coverage to apply, the Covered Property must be in either Low-risk flood zones (Zone C or X-unshaded) or Moderate-risk flood zones (Zones B or X-shaded) as designated by the National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM).

- For Loss in Zones C and X-unshaded, the Fund will pay in excess of NFIP or any other flood coverage acquired by the Fund Member for these zones;
- For Loss in Zones B and X-shaded, the Fund will pay in excess of the maximum policy limits available for buildings or contents from NFIP or any other flood coverage applicable to these zones, whether the Fund Member acquires such coverage or not.

The deductible shown on the CCS applies as follows:

- For Loss in Zones C or X-unshaded, the deductible only applies if other flood coverage has not been acquired; for Loss in Zones B or X-shaded, the deductible is waived, whether the member acquires such underlying flood coverage or not.
- Fund Member Covered Property is excluded from coverage under this endorsement if it is located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map (FIRM).

### Earthquake

The Fund will pay up to \$2,000,000 per occurrence/annual aggregate or the limit specified in the CCS for the amount of a Loss

that exceeds the deductible amount for damage directly caused by earthquake.

### Crime and Employee Dishonesty

The Fund will pay up to \$100,000 or the limit specified in the CCS for any loss of money or securities that the member incurs as a result of fraudulent or dishonest acts or omission by a member's employee or by the actual destruction or disappearance of money or securities. This coverage only applies to money and securities owned by the Fund member or money belonging to a member-affiliated entity and in the possession of the member at the time of loss. Claims made under this Endorsement apply to Occurrences discovered and reported during the Participation Period. Any claim reported that includes a series of related fraudulent or dishonest acts by an employee shall be treated as one fraudulent or dishonest act and considered as a single Occurrence.

### Terrorism

This Endorsement modifies coverage under the Property Coverage Agreement. Coverage is amended, as set forth in this Endorsement only, to amend the language related to terrorism as included in Part C "Limited Coverage, Excluded Coverage, and Excluded Loss" of the Property Coverage Agreement.

The Fund will pay for the amount of the Direct Physical Loss that exceeds the deductible amount and within the limits of coverage shown in the CCS or in the Property Coverage Agreement for damage to Buildings, Personal Property, and Other Structures covered by the Property Coverage Agreement resulting from an Act of Terrorism. In no event will the Fund pay more than the actual cost incurred by the Fund member to repair or replace the damaged Covered Property with materials of like kind and quality, or the limits outlined in the Property Coverage Agreement and applicable CCS.

More details are available in the CCS and coverage document.

# South San Antonio Independent School District



## Property Appraisal Services

Accurate and current insurable values are an extremely important component of the Property program. Inflated insurable values can result in excessive contributions, while having inadequate coverage can be disastrous if a loss occurs. Accurate building values facilitate appropriate allocation of contributions and can serve as a basis if proof-of-loss is required.

large public entities, and advanced online technology.

Property coverage benefits include a comprehensive property appraisal for all first-year participants. Building values are then updated annually with physical inspections conducted every four years. This invaluable service is made available at no cost to members in the Property program. A full-scope appraisal provides the most accurate data and involves an on-site inspection of each building.

## DUFF & PHELPS

- The Fund partners with Duff & Phelps for its property and contents valuation services and products. Duff & Phelps is a leader in the valuation field and offers industry expertise, extensive experience serving

### Statement Of Insurable Values

DUFF & PHELPS

#### TASB Risk Management Fund

Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprinkler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN
<b>Member: 100000 SAMPLE INDEPENDENT SCHOOL DISTRICT</b>														
<b>Site: 001 MAIN CAMPUS</b>														
1A	OLD MAIN HIGH SCHOOL BUILDING 4 - MASONRY NON-COMBUSTIBLE (100 %), Street address City, State, Zip Latitude: N 31-53-00.7 Longitude: W 097-04-36.2	1/7/2013	T	1966	Y	N	N	N	11	1	15,004	1,843,683	202,152	0
1B	MAIN CLASSROOM BUILDING 3 - NON-COMBUSTIBLE (70 %), 4 - MASONRY NON-COMBUSTIBLE (30 %), Street address City, State, Zip Latitude: N 31-53-00.3 Longitude: W 097-04-35.4	1/7/2013	T	1951	Y	Y	Y	N	13	1	32,690	4,093,168	633,136	0
1C	MAINTENANCE BUILDING 1 - FRAME (100 %), Street address City, State, Zip Latitude: N 31-53-03.5 Longitude: W 097-04-34.8	1/7/2013	T	1947	N	N	N	N	12	1	2,660	209,824	25,654	0
1D	GYMNASIUM BUILDING 3 - NON-COMBUSTIBLE (100 %), Street address City, State, Zip Latitude: N 31-52-59.7 Longitude: W 097-04-37.7	1/7/2013	T	1996	Y	Y	Y	N	20	1	21,375	2,663,808	123,138	0
1E	CAFETERIA BUILDING 3 - NON-COMBUSTIBLE (100 %), Street address City, State, Zip Latitude: N 31-52-58.0 Longitude: W 097-04-36.8	1/7/2013	T	1994	Y	Y	Y	N	14	1	5,252	667,815	106,720	0

\*The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.

This Report may contain information or values which have been altered since the original scope of service. This should not be considered an opinion of value by Duff and Phelps, LLC and, therefore, it should not be relied upon by the user of this report.

# South San Antonio Independent School District



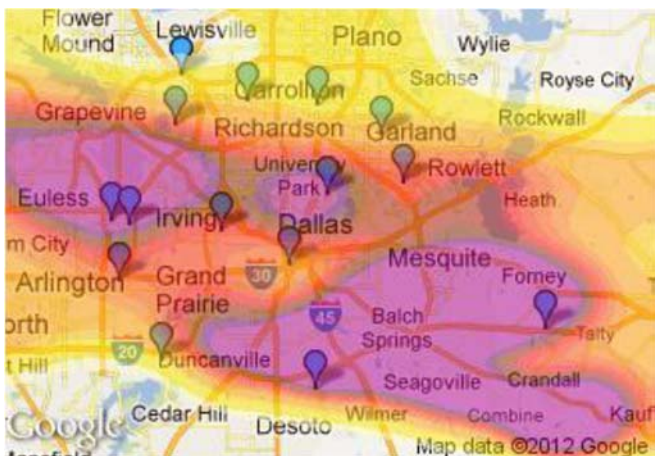
## HailAlert Technologies

The Fund partners with HailAlert Technologies to provide faster, more effective service to members when a hail event has occurred. HailFlash uses geo-coded weather radar data and a proprietary hail-detecting algorithm to pinpoint exactly when and where hail has been detected.

HailFlash tracks hail activity at every location covered by the Fund's Property program and reports within 24 hours on any hail activity at that location. HailFlash will report the exact date, location, and size of hail detected. TASB Risk Management Services staff will contact members who have experienced a hail event to determine if any damage has occurred.

Early detection and inspection reduces the risk of damage going undetected until it deteriorates, and repair costs increase significantly. Because hailstorms cannot be predicted or prevented, the Fund is focusing on early reporting and response as a way to reduce members' costs from hail damage.

**Sample hail map with pinpoint locations.** Courtesy of HailAlert Technologies





# South San Antonio Independent School District



## School Liability

The Fund's School Liability program combines General Liability and Professional Legal Liability coverages.

All liability coverage is subject to the terms and conditions as stated in the CCS and Coverage Agreements. Refer to the CCS for General Liability, Employee Benefits Liability, and Professional Legal Liability limits.

A Covered Person means the Fund Member; any trustee, school board member, student teacher, or volunteer while such Covered Persons are acting within the course and scope of their duties; or employee of the Fund Member, including students, while such Covered Persons are acting within the course and scope of the duties of their employment.

Under General Liability coverage only, school district students who are participating in approved offsite Career and Technology programs are now considered a covered person. Also, any student while operating Fund Member-owned self-propelled motor-driven equipment at the direction of a Fund Member employee acting within the course and scope of the employee's employment is also a covered person. Members may need to purchase additional standalone coverage to meet vendor requirements.

The Fund reserves the right to select counsel from its panel of school attorneys. Input from the member is taken into consideration when making this selection.

## General Liability

The Fund's General Liability coverage includes Bodily Injury, Property Damage, Personal Injury Liability (coverage for libel, slander, humiliation, mental anguish, etc.) and Employee Benefits Liability (coverage for liabilities arising from the administration of the Fund Member's employee benefits plan or program).

Coverage is provided with a per occurrence limit and no applicable annual aggregate.

Liability arising from the use of mobile equipment that is not licensed for use on a public road is covered under General Liability.

It should be noted that all claims relating to bodily injury or property damage will be responded to by assertion of immunity in accordance with the Texas Tort Claims Act.

The Employee Benefits Liability coverage limit is \$100,000 per occurrence for those sums a Covered Person becomes legally obligated to pay as Damages arising out of any negligent act or omission committed in the Administration of the Fund Member's Employee Benefits Program during the Participation Period.

## Professional Legal Liability

The Fund's Professional Legal Liability program provides claims-made coverage for Wrongful Acts provided the Claim is made and reported to the Fund during the Participation Period.

## Wrongful Acts

A Wrongful Act means any actual or alleged act or omission by a Covered Person in the performance of duties for the Fund Member, that results in a claim being made. Claim means any demand for monetary or non-pecuniary relief that results in litigation or in which litigation is reasonably anticipated.

# South San Antonio Independent School District



Examples of Wrongful Acts include the following issues:

- Violation of constitutional and civil rights
- Bodily injury arising out of student discipline or punishment administered by a Covered Person
- Sexual harassment, abuse and molestation
- Employment discrimination
- Special education

A Wrongful Act includes coverage for Prior Acts with no applicable retroactive date. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement.

## Law Enforcement Liability

A separate Law Enforcement Liability quote has not been provided. The Fund's coverage does not exclude law enforcement officers from coverage if they meet the definition of a "Covered Person." If the officers are employees of the member and are not on a contracted basis, they would be considered a Covered Person and coverage would apply to them. Should the officers be contracted from another company, coverage will apply to the member if named in a suit, subject to the terms, conditions, and exclusions of the Coverage Agreement.

## Extended Reporting Period

The Fund may offer an Extended Reporting Period under our Professional Legal Liability. The contribution is determined at the time of cancellation or non-renewal. Extended Reporting Period coverage is subject to the terms, conditions, and exclusions of this Coverage Agreement.

## General School Liability Exclusions:

(coverages not available with the Fund)

- Coverage for property damage to products or work is excluded.
- Coverage is not provided for fire legal liability due to the immunity granted under the Texas Tort Claims Act from property damage liability.
- Coverage for medical payments is not covered, as the Texas Attorney General Opinion H-602 (copy enclosed) has identified medical payments coverage as an unconstitutional gift of public funds. The Fund does have a duty to defend in the event the member is sued.
- Coverage for contractual liability and breach of contract is not covered under General Liability or Professional Legal Liability. This exclusion does not apply to the liability that a Covered Person would have in the absence of a contract or agreement, nor does it apply to a misappropriation of advertising ideas under an implied but not written contract. This exclusion doesn't apply to claims expenses incurred by a member in defending a claim by an employee against the member for breach of that employee's employment contract. However, this exclusion does apply to any Damages which may be awarded for such a claim.
- Exemplary (punitive) damages are excluded.
- Student Accident and Athletic Participation coverage is not included. The Fund member may be provided with legal defense in connection with a lawsuit subject to the terms, conditions, and exclusions of the Coverage Agreement.



## Professional Legal Liability Exclusions:

(coverages not available with the Fund)

- Damages, expenses, or demands arising from Texas Education Agency hearings or other administrative hearings. Coverage may be provided when and if a hearing results in a lawsuit. If that occurs, defense coverage will be provided depending on the specific allegations of the suit.
- Coverage does not apply to any claims or occurrences once it is clearly established that the Covered Person intentionally engaged in or committed unlawful, dishonest, fraudulent, criminal, or malicious acts; or intentional acts, errors or omissions; or acts involving deliberate indifference; or acts involving violations of constitutional or civil rights; or has violated, or intentionally disregarded, any law, regulation, common law, school policy or directive, if such act was committed by, or with the consent of, a Covered Person.

## Privacy and Information Security Coverage

Privacy and Information coverage provides protection for costs that Fund Members may incur in the event of a data or privacy incident. This coverage is provided at no additional cost to Property and Liability members.

The Fund partners with Beazley, one of the world's premiere providers of data incident response services.

## Coverage Benefits:

- Coverage for costs associated with notification of up to 10,000 individuals affected by a breach
- \$100,000 for costs for computer expert services, legal services, call center services, public relations consultancy services, credit or identity monitoring services, cyber extortion loss, fraudulent instruction loss, telecommunications fraud, data protection loss and business interruption loss; and
- \$100,000 for claims expenses, damages or penalties related to information security, privacy liability and website media content liability, and regulatory and defense penalties or Payment Card Industry (PCI) fines; and
- Access to a panel of response providers (notification and credit monitoring services, public relations assistance, computer forensics, etc.)
- Coverage provided with no deductible and no additional contribution
- Cannot be purchased as a stand-alone coverage

For complete Privacy and Information Security coverages and conditions, refer to the Fund's Privacy and Information Security Coverage Agreement.

# South San Antonio Independent School District



## Automobile

The Fund's Automobile program provides both Automobile Liability and Automobile Physical Damage coverages.

### Auto Liability

The Fund's Automobile Liability provides coverage if a Covered Person becomes legally obligated to pay for Damages arising out of an Occurrence related to the ownership, maintenance, or use, including loading and unloading, of any Covered Automobile that takes place during the Participation Period because of Bodily Injury or Property Damage.

- The Automobile Liability deductible applies on a per occurrence basis.
- Liability arising from the use of mobile equipment that is licensed for use on a public road is covered under Automobile Liability.

### Auto Physical Damage

Automobile Physical Damage (APD) provides coverage for losses to Covered Automobiles occurring during the Participation Period.

APD includes the following types of coverages:

- **Collision:** Provides coverage for damage to a Covered Automobile caused by a collision with an object or another vehicle; or
- **Comprehensive:** Provides coverage for physical damage resulting from a loss by a cause other than Collision
- The Automobile Physical Damage deductible applies on a per vehicle basis.
- Damage to mobile equipment that is licensed for use on a public road is covered under Automobile Physical Damage.

## Regarding Hired and Non-Owned Automobiles:

- Auto Liability and Auto Physical Damage coverage will apply to Automobiles that are commercially leased or rented by the Fund Member for member-related activities where coverage is required under the written lease or rental agreement or borrowed by the member for member-related activities. If the Automobile is leased, rented, or borrowed for a period of less than 30 days, the Automobile shall be considered a Covered Automobile only for Auto Liability coverage. If for 30 days or more, the Automobile shall be considered a Covered Automobile under the Auto Liability and Auto Physical Damage coverages.
- Auto Liability coverage is excess over any other coverage or insurance available to a Covered Person for claims involving Covered Automobiles that are not owned by the Fund Member or leased under long-term written contract by the Fund Member.

Automatic coverage is provided for Substitute and Newly Acquired Vehicles utilizing the Fund Member's existing coverages.

# South San Antonio Independent School District



## Automobile Exclusions: (coverages not available with the Fund)

- The Fund does not provide coverage for Uninsured/Underinsured Motorists (UM/UIM), Personal Injury Protection (PIP), Medical Payments (Med Pay), or other no-fault coverage as per the Attorney General Opinion No. H-602 (copy enclosed). This opinion states, "The purchase of either Personal Injury Protection coverage or Uninsured Motorist coverage by an independent school district with local district maintenance funds would be unconstitutional."
- The Fund does not offer Garagekeepers Liability coverage. Claims of this nature would fall under the General Liability coverage of the School Liability Coverage Agreement and immunity provided from the Texas Tort Claims Act would apply.
- Damages or Claims Expense arising out of the ownership, maintenance, operation, use, loading or unloading of any Automobile in violation of any state or federal law or regulation specifically addressing safety in the transportation of students.

For a complete explanation of Automobile coverages, terms, conditions, limits, and exclusions that may apply, please refer to the enclosed CCS and Automobile Coverage Agreements.

## Vehicle Log Services

### DUFF & PHELPS

Duff & Phelps features a vehicle inventory maintenance program for Fund Auto program members. Maintaining an updated "vehicle log" is the member's responsibility. Through the Fund's partnership with Duff & Phelps, vehicle logs are maintained electronically under the tab labeled "vehicles" on the Duff & Phelps Website ([erisk.duffandphelps.com](http://erisk.duffandphelps.com)).

Some of the online functions include:

- Maintain vehicle inventory
- Export vehicle data to an Excel file for internal use or as a simple PDF
- Filter data elements and selection criteria for an exact result or range

Internet-based system features allow members the ability to make changes directly to their vehicle logs via the online tools.





## Claims Administration

### Claims Reporting

Claims can be reported through the Fund Website ([tasbrmf.org](http://tasbrmf.org)). Accidents and property claims that occur after normal business hours or on weekends, can be reported by calling 800.482.7276. Claims staff are on call at all times.

Fund members can add relevant claims information to the form, review, edit, and save the details before claims is submitted. This assures members a prompt response and expeditious claims handling service.

Members must give the Fund notice of a Loss no more than 365 days from the date of the Occurrence. No coverage will be available to the Member if the notice is beyond 365 days.

### Claims Administration Services

Claims administration services are administered by responsive and knowledgeable TASB staff who are experienced in the handling of Auto, Liability, and Property claims.

### In-house Subrogation Recoveries

Subrogation investigation is included during the initial claims process and is handled in-house. Adjusters are trained and skilled in investigating and identifying cases in which there is potential for recovery from liable third parties. A dedicated subrogation specialist is assigned to pursue subrogation to its fullest extent. The Fund utilizes law firms with proven track records in subrogation recoveries if litigation becomes necessary.

### Expert Attorney Panel

If a claim reaches lawsuit stage, the case will be assigned to expert counsel from the Fund's approved attorney panel.

The advantages of the attorney panel include:

- Representation from experts in dealing with legal issues unique to school districts
- Benefit of attorneys who already have strong relationships with TASB claims representatives
- Established streamlined workflow that allows for efficient claims handling, budgeting, billing, and document sharing

### Report Claims Online

- Report a claim at any time.
- Submit online claims forms automatically to claims staff.
- Edit and review claim information before submission.
- E-mail pictures, police reports, and other investigative documents.

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# South San Antonio Independent School District



## Loss Prevention Services and Training

The Fund is focused on reducing risk exposure and costs through comprehensive risk solutions that include consultations, training, and workplace surveys. The Risk Management Risk Solutions division brings members an array of risk management solutions aimed at preventing injuries, property damage, auto accidents, and other losses. With a commitment to service, Risk Management Risk Solutions staff go beyond routine inspections and recommendations.

Automobile, Property, and Workers' Compensation pool members are placed on a tailored service plan and assigned to a dedicated risk solutions consultant who assists with initiatives to protect valuable district resources. Consultants help members identify, remedy, and prevent workplace hazardous conditions that could result in injury and/or loss.

Loss prevention services are fine-tuned to serve members' needs with innovative programs that keep pace with changing work environments and technological developments. Risk solutions consultants are experienced professionals dedicated to developing confidence, trust, and long-lasting relationships with members.

Members of the Workers' Compensation Administrative Services Only (ASO) program have an option to purchase the loss prevention package outlined in the CCS. Automobile, Liability, Property, and Workers' Compensation Pool and Aggregate program members receive the following assistance to plan, coordinate, and implement loss prevention programs.

### Consultations

Consultations are driven by individual member needs and requests for assistance.

### In-house Loss Prevention Credentials

- Occupational Health and Safety Technologist (OHST)
- Certified Professional Environmental Auditor (CPEA) and Certified US Department of Transportation (DOT) Bus Collision Investigation Course Instructor
- Asbestos Management Planner & Mold Assessment Consultant
- FEMA Certified Multi-Hazard Emergency Planner
- FEMA Certified NIMS Trainer

Consultations can be provided through a variety of formats, including face-to-face, email, or phone.

### Hazard Surveys

Risk solutions consultants provide workplace exposure or hazard surveys to members. Consultants are experts in school district risks and understand the importance of identifying hazards and their impact if not mitigated effectively. Risk Management Risk Solutions staff offer value-added solutions designed to eliminate or reduce exposures.

### Safety SCHOLAR Program

The SCHOLAR Program is a risk management process that utilizes the Fund's seven step Accident Prevention Plan. It establishes a sustainable, organization-wide management system to support members' efforts to raise safety awareness, create safer work environments, and reduce work-related accidents, injuries, and associated costs.

### Training Programs

The Fund provides school-specific workshops, seminars and other training covering safety topics relevant to Fund member coverage programs. Services are tailored to the individual needs of the member.

# South San Antonio Independent School District



## Multi-Member Training

The Fund provides regionally based training sessions approximately four times a year. These sessions take place over one to two days and cover a variety of topics. Two commonly requested topics are:

### Vehicle Collision Investigation Course

Designed to help members understand the terms and requirements for effective collision investigations, this course instructs transportation directors and supervisors in collecting information at bus/vehicle collisions, determining the root cause factors, preventing reoccurrence, and supporting the district in the case of legal action.

### Loss Prevention Coordinator Course

This course is designed to provide loss prevention knowledge and tools to educate professionals who work on risk management or safety issues. The course covers a variety of subjects such as incident investigation, implementing a training program, accident prevention plans, and conducting workplace inspections.

## Special Risks and Resources

Risk Management Risk Solutions includes a small team of consultants that focus on special risks. The special risks consultants work in conjunction with the member's risk solutions consultants to provide comprehensive risk management consulting and services.

## Emergency Management and School Security Services

The Emergency Management and School Security Program provides members access to training, resources, and support to help them build a quality emergency management and school security program. Some of the services offered include support with planning, drills, exercises, and hazard and risk analysis. Training is also available on emergency operations planning, functional and hazard specific annexes, crisis communication, hazard

and risk analysis, and school continuity of operations. When schools are part of the emergency preparedness process, the entire community benefits.

## Workers' Compensation

Worker's Compensation members have access to training and resources covering employer responsibilities, First Report of Injury (FROI) reporting, wage statements, modified duty, and other topics.

## Emerging Risks

The Fund is committed to providing training and resources to meet members' evolving needs. The Risk Solutions division provides resources, training, and consultation on emerging risks related to data privacy and legal liability to members of those programs.

## Online Resources

Other resources available for members include a loss prevention manual, safety training handouts and employee safety handbooks for various workgroups (English and Spanish).



# South San Antonio Independent School District



## Service Team

Fund Members may contact their Risk Management Consultant, Adrian Peña, for all service and program needs. The Consultant is also available to discuss other risk management programs offered by the Fund and will personally review and present all renewal documents related to the Auto, Liability, and Property program.

### Adrian Peña, CSRM, Sr. Risk Management Consultant



Adrian Peña joined TASB in March 2004 and has worked in the insurance industry with a multi-lines adjuster license since 1991. His extensive knowledge of the insurance industry includes workers' compensation and

property/casualty coverage. Adrian is a Certified School Risk Manager (CSRM) and a graduate of Sam Houston State University in Huntsville, Texas, with a BBA in General Business and a BA in Spanish. Prior to coming to TASB, Adrian spent nine years in the dispute resolution arena handling benefit review conferences and benefit contested case hearings before the Texas Department of Insurance, Division of Workers' Compensation. Adrian serves the risk management needs of the South Texas Region, which includes the counties of Aransas, Atascosa, Bandera, Bee, Bexar, Blanco, Brooks, Caldwell, Calhoun, Cameron, Comal, Dewitt, Dimmit, Duval, Edwards, Frio, Goliad, Gonzales, Guadalupe, Hays, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kenedy, Kendall, Kinney, Kleberg, La Salle, Live Oak, Maverick, McMullen, Medina, Nueces, Real, Refugio, San Patricio, Starr, Uvalde, Val Verde, Victoria, Webb, Willacy, Wilson, Zapata, and Zavala. Adrian can be reached at [adrian.pena@tasb.org](mailto:adrian.pena@tasb.org) or **800.482.7276 x2809**.

### Torrie Garcia, Underwriting Technician



Torrie Garcia joined TASB in 2009 as utilization management intake coordinator and in 2010 joined the Auto, Liability, Property, and Workers' Compensation Program underwriting team as an underwriting technician. Torrie previously worked as an administrative assistant in special education and the 21<sup>st</sup> Century Grant Program at Round Rock ISD, and then as a Workers' Compensation bill review analyst. Her responsibilities include preparing new business and renewals and providing assistance to the underwriters on all lines of coverage. Torrie can be reached at [torrie.garcia@tasb.org](mailto:torrie.garcia@tasb.org) or **800.482.7276 x2817**.

### Wes Aycock, AU, CPCU, Sr. Underwriter



Wes Aycock joined TASB in May 2012 as a multi-line underwriter. He underwrites and services all aspects of Auto, Liability, Property, and Workers' Compensation renewal processing, generating proposal responses, and assisting members with coverage issues. Wes has worked in commercial insurance as a multi-line underwriter since 2006, and he is a resource for commercial coverage issues. He holds a Bachelor's degree in Communication from Texas State University, as well as several commercial insurance designations, including the Associate in Commercial Underwriting and the Chartered Property Casualty Underwriter designation. Wes can be reached at [wesley.aycock@tasb.org](mailto:wesley.aycock@tasb.org) or **800.482.7276 x2890**.

### Michelle Jennings, Assistant Division Director of Underwriting



Michelle Jennings joined TASB in February 2013, as the assistant division director of underwriting. Michelle brings more than 20 years of commercial property and casualty underwriting expertise and is responsible for managing all aspects of the Auto, Liability, Property, and Workers' Compensation

# South San Antonio Independent School District



programs, including funding and actuarial methodologies, renewal oversight for all accounts, generating proposal responses, and assisting members with coverage issues. Michelle manages a staff of six underwriting-related employees and can be reached at [michelle.jennings@tasb.org](mailto:michelle.jennings@tasb.org) or **800.482.7276 x3507**.

## **Charles Hueter, Risk Solutions Consultant**



Charles joined TASB Risk Management Services as a risk solutions consultant in November 2012. He is located in Austin, Texas and is responsible for providing loss prevention services to workers' compensation, property, and auto members in ESC Regions 13, 14, 15, 18, and 20. Charles began his career in risk management in 2000 providing support to risk solutions consultants and helping Fund members with safety handbooks and videos. Charles earned a BA in Communications from St. Edwards University in 2011. Charles can be reached at [charles.hueter@tasb.org](mailto:charles.hueter@tasb.org) or **800.482.7276, x7184**.

## **Charli Searcy, Legal Liability Risk Consultant**



Charli joined TASB Risk Management Services as the legal liability risk consultant in 2018. She is responsible for developing a training and education program addressing legal liability risks in public education, such as Title IX, student matters, and employment-related issues. Charli has previously practiced as an attorney in Mississippi in several legal areas. She has a Bachelor of Arts in English from Jackson State University and a Juris Doctor from the University of Mississippi School of Law. She can be reached via e-mail at [charli.searcy@tasb.org](mailto:charli.searcy@tasb.org) or **737.708.1137**.

## **Melanie Moss, Emergency Management and School Security Consultant**



Melanie joined TASB Risk Management Services as an emergency management and school security consultant in 2013. Melanie began her career in emergency management in 2006 when she served as the public information and crisis communications coordinator for Williamson County providing support to schools districts in Williamson and Travis County. Melanie also worked for the Texas Department of Public Safety - Texas Division of Emergency Management (TDEM) in several positions including assistant public information officer, regional planner and state and federal planner. Melanie can be reached at [melanie.moss@tasb.org](mailto:melanie.moss@tasb.org) or **800.482.7276 x2868**.

## **Joanie Arrott, Risk Prevention Services Manager**



Joanie began her career at TASB in the Environmental & Facilities Services division in July 2004 and joined TASB Risk Management Services as a senior loss prevention consultant in December 2009. She was promoted to risk prevention services manager in December 2017 and is temporarily responsible for providing risk solution services to Workers' Compensation, Property, and Liability members in ESC Region 13. Joanie is a licensed Asbestos Management Planner and Mold Assessment Consultant through the Texas Department of State Health Services and has a BS in environmental biology. Joanie can be reached at [joanie.arrott@tasb.org](mailto:joanie.arrott@tasb.org) or **800.482.7276 x2838**.

# South San Antonio Independent School District



## Devereaux Morkunas, Special Risks and Resources Manager



Devereaux has a background in content development, research and data analysis. She began her career at TASB in the HR Services division in May 2007 and joined TASB Risk

Management Services in September 2013 as a business support analyst. In that role, she led a number of high-profile projects including the launch of several new initiatives. She joined the Risk Solutions division in January 2017, where she leads a team of special risks consultants and oversees the development of related resources and training. Devereaux has a master's degree in political science from the University of Arizona. Devereaux can be reached at [devereaux.morkunas@tasb.org](mailto:devereaux.morkunas@tasb.org) or **512.505.2826**.

## Lucas Anderson, Privacy and Cyber Risk Consultant



Lucas joined TASB Risk Management Services in May 2019 and has been working in the fields of cybersecurity, network administration, and information technology since 2009. He has

supported both public and private organizations including Booz Allen Hamilton, the White House Office of Management and Budget, the Department of Defense, and the Texas Association of Counties. Lucas spent two years in Russia as a teacher of English as a foreign language has a particular interest in Russian cyber threats directed at US information systems. Lucas has completed certifications such as Cisco Interconnecting Devices (ICND), Microsoft Certified Solutions Associate (MCSA), VMWare Certified Professional, and Certified Ethical Hacker (CEH) certifications. Additionally, he has a master's degree in international affairs from the George Washington University and bachelor's degrees in English and Spanish from the University of Texas at Austin. He can be reached at [lucas.anderson@tasb.org](mailto:lucas.anderson@tasb.org) or **800.482.7276 x2893**.

## Janina Flores, ARM, Director, Risk Management Risk Solutions



Janina Flores joined TASB Risk Management Services as division director of Risk Management Risk Solutions in October 2018. She brings more than 20 years of risk

management, risk pooling, loss control, operations and risk pool governance experience. Janina has worked in claims, loss prevention, human resources, and most recently as the loss prevention manager and director of pool administration at York Risk Services Group overseeing the operations of the Texas Council Risk Management Fund, a governmental risk pool serving the needs of mental health centers across the state. Janina holds a Master of Business Administration degree and an Associate in Risk Management (ARM) designation. Janina can be reached via e-mail at [janina.flores@tasb.org](mailto:janina.flores@tasb.org) or **800.482.7276 x 2833**.

## Sarah Holguin, Claims Manager, Auto, Liability, Property Claims Administration



Sarah joined TASB in September 1995 and has been in the insurance industry since 1983. She has been supervising claims and managing claims staff since 1992. Sarah has

extensive experience in handling and supervising litigated claims including workers' compensation, bad faith, and liability cases. She currently holds a multi-line adjuster's license and manages adjusters who handle auto and general liability claims. Sarah can be reached at [sarah.holguin@tasb.org](mailto:sarah.holguin@tasb.org) or **800.482.7276 x3652**.

# South San Antonio Independent School District



## **Robert Piña, Claims Manager, Auto, Liability, Property Claims Administration**



Robert joined TASB in February 2017 but has been in the insurance industry since 1990. Robert started his career with the Allstate Insurance Company. He worked in

the Texas claims department for 21 years. Prior to coming to TASB, Robert worked for Texas Windstorm Insurance Association (TWIA) and Texas FAIR Plan Association (TFPA) as a senior manager in claims and underwriting. Robert manages adjusters who handle property claims. He can be reached at [robert.pina@tasb.org](mailto:robert.pina@tasb.org) or **800.482.7276 x3635**.

## **Marcy Barker, Claims Manager, Auto, Liability, Property Claims Administration**



Marcy joined TASB in June 2001 and has been in the insurance industry since 1980, handling claims since 1986. She currently holds a multi-line adjuster's

license. Marcy has handled all types of claims and has extensive experience in handling litigated claims for school districts on matters involving employment disputes, state tort claims, and constitutional and civil rights violations. Marcy manages a school liability adjuster and handles her own caseload of school liability claims. Marcy can be reached at [marcelina.barker@tasb.org](mailto:marcelina.barker@tasb.org) or **855.295.8344**.

## **Troy Winslow, Division Director of Auto, Liability, Property Claims**



Troy joined TASB in November 2011 after working for State Farm for close to 20 years in various positions. Troy holds a law degree from Indiana University School of

Law and has obtained 12 professional designations, including the CPCU designation. In December 2014, he was promoted from the position of Auto, Liability, Property claims manager to division director of Auto, Liability, Property Claims Administration. In his current position, he manages claims adjusters and managers who handle auto, school liability, and property claims for the schools across Texas. Troy can be reached at [troy.winslow@tasb.org](mailto:troy.winslow@tasb.org) or **800.482.7276 x2476**.



# South San Antonio Independent School District



## Pricing & Contractual Documents

All coverage quoted is subject to the terms and conditions as stated in the enclosed Contribution and Coverage Summary (CCS), coverage agreement, and Interlocal Participation Agreement (IPA).

To place your coverage through the Fund, please execute and return the following document:

- Contribution & Coverage Summary (CCS)

If you would like pricing for specific coverage lines other than as proposed, please contact us to discuss available options.

The Contribution Coverage Summary (CCS) may be returned via e-mail to [adrian.pena@tasb.org](mailto:adrian.pena@tasb.org) or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org).



**South San Antonio ISD**  
**Contribution & Coverage Summary (CCS)**

Participation Period: September 1, 2019 through August 31, 2020			
<b>PROPERTY</b> Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures	Per Occurrence Limit	Deductible	Contribution
All Perils Except Wind, Hurricane, and Hail	Blanket Replacement Cost \$359,740,000	\$10,000	\$431,548
Wind, Hurricane, and Hail		\$250,000	Included
Flood	\$2,000,000	\$50,000	Included
Earthquake	\$2,000,000	\$50,000	Included
Crime	\$100,000	\$5,000	Included
<b>Additional Sublimits and/or Deductibles</b>			
Sublimit for Wind, Hurricane, and Hail Loss to single ply membrane roofs and accompanying roof systems; all other deductibles apply	\$1,000,000	\$250,000	Included
<b>Equipment Breakdown</b>			
Equipment Breakdown	\$100,000,000	\$10,000	Included
<b>SCHOOL LIABILITY</b>	Per Claim/Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$50,000	\$56,550
General Liability	\$1,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included
<b>PRIVACY &amp; INFORMATION SECURITY</b>		Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals		\$0	Included

AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$1,000	\$58,352
Automobile Physical Damage			\$13,639
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
Ancillary Coverage	Per Occurrence Limit	Deductible	Contribution
School Crisis Coverage	\$250,000	\$0	\$0
TOTAL CONTRIBUTION			\$560,089
<b><i>This is not an Invoice.</i></b>			

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## Conditions

### Property

**Named/Numbered Windstorm:** The term "Named/Numbered Windstorm" is defined as all loss and damage directly caused by, resulting from or arising out of Windstorm as named or numbered by the National Weather Bureau, National Hurricane Center or any recognized meteorological authority, including but not limited to loss or damage caused by wind driven rain, flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

**Location:** A single street address where Covered Property is sited.

**Flood Zone Exclusions:** As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other Flood Program.

**Other Limits:** If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

**Single Ply Membrane:** 'Single Ply Membrane' is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

### Liability

**Prior Acts:** Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.



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## Automobile

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement

## General

**Coverage:** Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund coverage agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

**Termination:** This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

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## Program Coordinators

Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

Property - Irma Paine

Liability - Irma Paine

Automobile - Irma Paine

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Property					
Liability					
Automobile					

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Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

**TASB RISK MANAGEMENT FUND  
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

**TERMS AND CONDITIONS**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 205 of the Texas Labor Code, pertaining to unemployment compensation; Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However,





once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member shall be bound thereby.

c. **By the Fund upon Breach by Fund Member.**

- 1) The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
- 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
- 3) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;
- 4) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 5) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. **Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.





6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. A CCS for a Fund program will state the participation term. After Fund Member's initial execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements.
8. **Other Duties of Fund Member.**
  - a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
  - b. **Claims Reporting.** Notice of any claim must be provided to the Fund no more than 30 days after Fund Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the CCS. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.
11. **Subrogation and Assignment of Rights.** Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
12. **No Waiver of Subrogation Rights.** Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.





13. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
14. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
15. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.
16. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for information and/or records made by the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, engage in fraudulent conductor make false statements to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
17. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate a coordinator ("Program Coordinator") for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, and the Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
18. **Security of Documents.** Under this agreement the Fund may grant Fund Member access to sensitive or protected information. Fund Member agrees to assume the responsibility for maintaining the security of this information and to take all reasonable steps to avoid unauthorized disclosure of this information.
19. **Insurance Terminology.** The Fund is not "insurance", but is instead a mechanism through which eligible governmental entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
20. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
21. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No individual Fund Member is entitled to an individual allocation or portion of members' equity.
22. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws and CCS's that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws or any CCS, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.





23. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

24. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
25. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Travis County, Texas, unless otherwise mandated by law. In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees that are equitable and just.
26. **Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
27. **Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund.
28. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement.
29. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.





30. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

**For FUND MEMBER:**

Fund Member Name: South San Antonio ISD

By: Jeri L Stump  
Signature of Fund Member's Authorized Representative

Date: 9/12/12

Jeri L. Stump, HR Director  
Printed Name of Fund Member's  
Authorized Representative

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For TASB Risk Management Fund Use Only

**For TASB RISK MANAGEMENT FUND:**

By: Kevin Carbo  
Chair, TASB Risk Management Fund Board of Trustees

Date: 9/13/2012



## Summary of Coverage Changes and Clarifications

Effective September 1, 2019

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes, enhancements, and clarifications for all renewals taking effect on or after September 1, 2019. This is a summary of changes only; please carefully review the full text of all Fund Coverage Agreements and the member's Contribution and Coverage Summary.

### All Coverage Agreements

- All agreements include a revised preamble that clarifies the risk sharing purpose of the Fund and the coverages and the active risk participation obligations of the Fund Members to lessen risk and cost to all members.

### Property Coverage Changes

- A requirement was added (under Part B I.A.) that the member must elect one of two settlement options within 180 days of the Loss: to repair or replace the damage, or to accept an Actual Cash Value payment.
- A clarification was added (under Part B I.A.) that any discovered excess payment resulting from a covered Loss is due to the Fund.
- A duty was added (under Part E 2.J.) that the member must pursue any potential warranty claims after a Loss. If the member elects to repair or replace the damage, the Fund will be excess to any warranty recovery. If a member elects to receive an Actual Cash Value Payment and later recovers under warranty, the ACV payment is due to the Fund.

### School Liability Coverage Changes

- A clarification was added to the definition of Covered Person (under Part F III.A.) that past and future Covered Persons as defined are afforded coverage.
- A condition was added (under Part F V.F.) that the Fund may request, as part of any settlement effort, monetary or non-pecuniary contributions from Covered Persons for demands by the plaintiff where no coverage exists. If a Covered Person refuses to contribute, at its sole discretion, the Fund shall not be responsible for future defense costs or further settlement amounts.

### Auto Liability & Physical Damage Coverage Changes

- A clarification was added (under Part C II.B.) that the Fund Member is required to repair the Covered Automobile within 365 days of the Loss.

