



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 15, 2018

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Juan C. Zamora, Chief Financial Officer

Item Title: Approval of the Unemployment Compensation Coverage

Description:

The District currently utilizes TASB Risk Management Fund for unemployment compensation coverage and has an ongoing Interlocal Pool Agreement. The effective renewal coverage for this coverage is October 1, 2018 through September 30, 2019. Services include quarterly reporting to the TWC (Texas Workforce Commission), Appeals Process, Legal assistance, Resource Library.

Recommendation:

Administration recommends renewal of the TASB Unemployment Compensation Coverage for 2018-2019 School Year.

District Goal/Strategy:

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

199-00-1411-01-00-800-000 - \$75,563.00

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

8/8/18

Superintendent:



South San Antonio ISD
Contribution & Coverage Summary (CCS)

Participation Period: October 1, 2018 through September 30, 2019

UNEMPLOYMENT COMPENSATION	Contribution
Unemployment Compensation - Pool	\$75,563

TOTAL CONTRIBUTION	\$75,563
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This is not an Invoice.

Conditions

Unemployment Compensation - Pool

The annual contribution is based on the Fund's overall expected claims costs for next year and each individual member's claims experience. The annual contribution is not adjustable for the participation period due to changes in wages.

Agreement: As part of this Agreement the Fund assumes responsibility for the Fund Member's quarterly claim payments to the Texas Workforce Commission (TWC) for the quarter in which Fund Member begins participation in this Agreement and for the term of this Agreement. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA and TWC rules and procedures, and to respond timely to TWC requests and requirements. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

This Agreement provides coverage for the payment of statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings before the TWC and preparation of required TWC reports. Coverage does not extend to any litigation involving unemployment claims or other employment related matters.

Assistance: In the Fund's discretion, the Fund may assist Fund Member at all administrative levels of the TWC. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment related matters.

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.

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.

Unemployment Compensation - J. C. Zamora

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
Unemployment Compensation					

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