

Hallsville Independent School District

For the Consideration of the Board of Trustees

Date of Board Meeting: July 28, 2025

Agenda Item#:

Topic: Approval of 2025-26 Renewal of Property, Liability and Worker's Compensation Insurance Carrier and policy

Background and Rationale:

This item is provided for the Board to consider the approval of the District's property, casualty, liability and worker's comp insurance carrier and coverage. The current District contract with TASB Risk Management Fund will end on August 31, 2025.

The proposed 2025-26 TASB RMF insurance premium will increase by \$106,227 to \$912,557, compared to the 2024-25 rates. Workers' Compensation rates will remain stable with a premium decrease of \$7,564. For 2025-26, in spite of the premium increase, there is a significant improvement in the weather peril related deductible, which is down from 2% and \$1,000,000 deductible to 2% and \$250,000 deductible. All other limits and deductibles remain the same from the current year's policy. TASB RMF does offer a deductible buy-down to reduce the weather related peril deductible to 1%, but at an additional contribution cost of \$460,209 (not included in the premium above).

Attached to this agenda item is a TASB provided summary of the plan contributions, limits and deductibles for each specific coverage class.

Relationship to Strategic Plan:

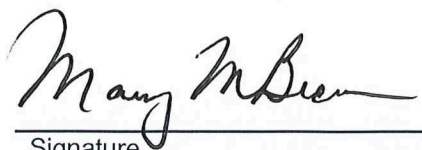
Personnel Affected:

Budget Implications:

☒ Expenditures required for next year's budget

Recommendation:

The Administration recommends the approval of the 2025-26 insurance coverage with TASB RMF, with a Prop/Liab/Auto premium of \$859,528 and Cost+Claims Worker's Comp premium of \$53,029, as presented.



Signature
(Person Bringing Information to the Board)



Superintendent's Signature

Notification of Coverage Changes and Language Refinements Effective September 1, 2025

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and language refinements ***for all renewals taking effect on or after September 1, 2025***. This document is a summary of changes and refinements only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

Additionally, The Texas Legislature recently enacted HB 4623, creating Texas Civil Practice and Remedies Code Chapter 118, effective September 1, 2025, regarding a school district's negligent employment of those who commit or have committed sexual misconduct or fail to report abuse or neglect. The new law applies only to independent school districts and open-enrollment charter schools. In response, the Fund will implement the **Chapter 118 Endorsement**, effective September 1, 2025. A summary of those changes follows at the end of this document under the "Chapter 118 Endorsement" header. Please carefully review the new Chapter 118 Endorsement as well.

Automobile Liability & Physical Damage Coverage Agreement

- Under Part A, § 3.1 **Automobile**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.

School Liability Coverage Agreement

- Under Part A, § 3.1 **Covered Person**, updated the definition of a **Covered Person** to explicitly name law enforcement employees and employee-participants in the guardian or School Marshal programs to affirm the Fund's coverage for members' law enforcement employees and employees participating in members' safety and security efforts.
- Under Part A, § 3.4 **Automobile**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.
- Under Part F, § 16 Related Acts, clarified that related acts, including the number of events and degree of damage, are considered a single act.

Property Coverage Agreement

- Added coverage for up to 125% of the cost to repair or replace a covered single-ply membrane roof when upgraded to a Very Severe Hail-rated roofing system, not to exceed \$250,000 per occurrence.
- Revised the Named/Numbered Windstorm and Flood Endorsements to indicate that flooding due to a **Named or Numbered Windstorm (NWS)** outside of Tier 1 and Tier 2 coastal counties will be covered under the Flood endorsement and its limit; however, only the higher deductible will apply.
- Added language to maintain claim timelines when losses are initially lower than the deductible.
- Under Part A, § 3.6 (B)(8) **Personal Property**, extend coverage for the personal property of others to include loan agreements in addition to lease or rental agreements.
- Revised the Crime and Employee Dishonesty Endorsement, § 2, Payments (A), to include *abstraction* (a form of embezzlement) and fraudulent or dishonest omission by an employee and (B) to include abstraction and forgery as additional covered losses, all as additional compensable elements for a crime claim.



- Under Part A, § 3.6 (B)(7) **Personal Property**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.

Privacy & Information Security Coverage Agreement

- Changed the coverage agreement's name to Cyber Liability & Security from Privacy & Information Security to better reflect its purpose and scope.

Violent Act Coverage

- No changes.

Chapter 118 Endorsement

The **School Liability Coverage Agreement** will be endorsed to provide limited coverage for claims arising under the new Chapter 118. A summary of the "Chapter 118 Endorsement," which modifies the terms of the School Liability Coverage Agreement, follows. For this notification, "state court Chapter 118 **Claims**" means those claims that are filed and adjudicated in, or remanded to, the state courts of Texas.

- Under Part A, § 3.3, the defined term **Claim Expense** is revised to limit **Claim Expense** for state court Chapter 118 **Claims** to within the limits of liability.
- Under Part A, § 3.7, the defined term **Wrongful Act** is revised to ensure Chapter 118 **Claims** are included.
- Under Part B, § 5.1 **Other coverage**, added another exception to include coverage for Chapter 118 **Claims**.
- Under Part C, added a new GL exclusion, § 7.12 **Chapter 118**, so that coverage for Chapter 118 claims will fall under PLL coverage.
- Under Part F, § 17.1 **Limits**, revised to limit state court Chapter 118 **Claims** to a maximum of \$1 million liability limits, including paid or incurred **Claim Expense**.
- Under Part F, § 17.5 **Maximum annual aggregate limit**, revised to limit the annual aggregate liability limit for state court Chapter 118 **Claims** to a maximum of \$1 million that is included within, and not separate from, the maximum annual aggregate liability limit stated in the CCS for all PLL **Claims**. This limit includes paid or incurred **Claim Expense**.
- Under Part F, § 19.1 **Intentional acts**, revised to add that Chapter 118 liability (including gross negligence, recklessness, conscious indifference, or intentional misconduct in employment), once admitted by or adjudicated against the district, is excluded from coverage.



Hallsville ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2025 through 8/31/2026

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements. ***Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, Property and Worker's Compensation programs.***

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$662,659
Automobile Liability	\$2M Combined Single Limit	\$2,500	\$64,738
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$36,867
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$87,264
Privacy & Information Security	\$500,000	\$0	\$8,000
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Aggregate Deductible	Statutory	\$170,516	\$53,029
Total Contribution			\$912,557

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.



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Property Coverage Summary

Participation Period: 9/1/2025 through 8/31/2026

Total Property Contribution: \$662,659

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

Coverage	Limit	Deductible
All Perils not specified	\$300,000,000	\$100,000
Weather Perils except Named/Numbered Windstorm	\$300,000,000	2% Minimum \$250,000
Named/Numbered Windstorm	\$50,000,000	2% Minimum \$250,000
Flood – Annual Aggregate Limit	\$2,000,000	\$50,000
Earthquake – Annual Aggregate Limit	\$2,000,000	\$50,000
Crime	\$100,000	\$5,000
Equipment Breakdown	\$100,000,000	\$50,000

Additional Sublimit for Weather Perils	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$1,000,000	Weather Perils Deductible applies



Property Coverage Provisions

Weather Perils: Weather Perils is an Occurrence of wind, hail, convective storm, or freeze. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. Weather Perils does not include Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm (NWS) is an Occurrence of hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression (but not other convective storms) that is designated by name or number by the National Weather Bureau, National Hurricane Center, or any recognized meteorological authority, including any related wind-driven rain, flood, tidal water or wave, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these conditions. The NWS Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by an NWS.

However, any flood-related Loss (including ensuing Loss) during an NWS Occurrence will be considered a separate Flood Occurrence with a Flood Limit as indicated on this CCS. For all other NWS Loss (including ensuing Loss) during this combined perils event, the NWS Limit indicated on this CCS will apply. Only the higher deductible of the two perils will apply during this combined perils event.

Percent Deductible/Occurrence Minimum Deductible: General. When Covered Property sustains a Loss caused by a Weather Peril or NWS, the Fund Member's deductible will be a Percent-based Deductible or an Occurrence-based Minimum Deductible; the higher deductible applies. Covered Property structures that do not appear on the Statement of Values schedule and sustain a Loss will be subject to the applicable deductible based on its Total Covered Value at the time of the Loss.

Deductible calculation. The Percent Deductible amount will be calculated based on the designated percent, as shown on the CCS, applied to the Total Covered Value of a Loss-affected structure (including contents) in the Statement of Values schedule, which is considered a part of this CCS. This designated percent is reflected on the schedule as the deductible dollar amount listed under a Loss-affected structure's deductible column. This structure may be eligible for payment once the covered Loss amount for a Loss-affected structure exceeds the Percent Deductible amount listed on the schedule.

Single-structure Loss. If there is only one Loss-affected structure, the Percent Deductible amount for that structure will be compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Multiple-structure Loss. In the case of multiple Loss-affected structures, the member will incur multiple Percent Deductibles, each calculated the same as one Loss-affected structure only. These Percent Deductible amounts will be added to determine the Total Percent Deductible for comparison with the Occurrence Minimum Deductible. (However, for payment purposes, the Total Percent Deductible calculation below will not affect the Percent Deductible application to each structure.)

To determine whether the Total Percent Deductible or the Occurrence Minimum Deductible applies when multiple structures are Loss-affected, only the actual Loss amount within each structure's Percent Deductible amount will apply toward the summed Total Percent Deductible amount, which is then compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Payment obligation. In either case (single or multiple Loss-affected structures), if the Fund has any payment obligation above the Occurrence Minimum Deductible, this payment will be based on the Loss amount for each structure exceeding that structure's scheduled Percent Deductible amount.

Occurrence Minimum Deductible—General. Regardless of the Total Percent Deductible, the amount of Loss sustained, the number of Loss-affected structures in an Occurrence, or any other factor, in no event will the member's Percent Deductible obligation (Total or individual) be less than the Occurrence-based Minimum Deductible listed on the CCS.

Location: A Location is a single street address that is the site of the Covered Property. Locations may have multiple Covered Properties, including structures.



Flood Zone Exclusions: The Fund Member's Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if any portion of the Covered Property subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with 'A' or 'V' as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

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

Statement of Values: The Statement of Values schedule will be provided to the Fund Member before the beginning of the Participation Period and is considered incorporated into the Agreements between the Fund and the member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to adjust the Fund Member's contribution for newly-constructed Buildings or Other Structures that are Covered Property and accepted within the Participation Period based on the certificate of occupancy date. The Fund reserves the right to adjust the Fund Member's contribution for newly-acquired Buildings or Other Structures that are Covered Property and acquired within the Participation Period based on the acquisition date.

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

Single Ply Membrane: 'Single Ply Membrane' is a synthetic roofing material that includes EPDM, TPO, and PVC membranes. For Weather Perils, Single Ply Membrane roofs are subject to the Single Ply Membrane sublimit and deductible indicated on the CCS, except for roofs rated for Very Severe Hail by FM Global or UL Solution's equivalent rating, which are subject to the Weather Perils limit and deductible.

Fund Member Mitigation: As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

Fund Member Notice: As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

Limit Elimination: The Fund may reduce all Property limits to zero and cease all payments (promised or otherwise) to the member for any claim under this CCS if the Fund's applicable property reinsurance coverage exhausts during the Participation Period through any property claim payment to any Fund Member.



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Automobile Coverage Summary Participation Period: 9/1/2025 through 8/31/2026 Total Automobile Contribution: \$101,605

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$2M Combined Single Limit	\$2,500
Automobile Physical Damage - Collision	Actual Cash Value	\$2,500
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$2,500
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$50,000

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

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

Excluded Vehicles: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'



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School Liability Coverage Summary Participation Period: 9/1/2025 through 8/31/2026 Total School Liability Contribution: \$87,264

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$10,000
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.

Chapter 118 Coverage: As indicated in the School Liability Coverage Agreement Chapter 118 Endorsement, the Fund will provide limited coverage for K-12 school districts for **Claims** arising from allegations under Chapter 118 of the Texas Civil Practice and Remedies Code. This endorsement excludes coverage under the General Liability Coverage and provides claims-made coverage under the Professional Legal Liability Coverage. The coverage for state court Chapter 118 **Claims** only (those **Claims** that are filed and adjudicated in, or remanded to, the state courts of Texas) will have **Claim Expense** within a \$1 million limit of liability that is the limit per claim and annual aggregate.



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Cyber Liability & Security Coverage Summary Participation Period: 9/1/2025 through 8/31/2026 Total Cyber Liability & Security Contribution: \$8,000

The following is an overview of the limits and deductibles for cyber liability & security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Cyber Liability & Security	\$500,000	\$0

Cyber Liability & Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this coverage have been fully disclosed or reported.



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Workers' Compensation – Aggregate Deductible

Participation Period: 9/1/2025 through 8/31/2026

Total Workers' Compensation – Aggregate Deductible Contribution: \$53,029

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The Contribution and Claims Liability amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$1,225,057	0.00429205	\$5,258
7720 - POLICE OFFICER	\$451,011	0.00509744	\$2,299
8810 - CLERICAL OFFICE EMPLOYEES	\$2,495,780	0.00048281	\$1,205
8868 - PROFESSIONAL/ADMINISTRATON	\$28,425,045	0.00099247	\$28,211
9101 - ALL OTHERS	\$2,233,358	0.00718917	\$16,056
Total	\$34,830,251		\$53,029

Estimated Contribution	\$53,029
Estimated Claims Liability	\$170,516
Estimated Maximum Program Cost	\$223,545

Workers' Compensation – Aggregate Deductible Provisions

Claims Liability: The Fund Member agrees to reimburse the Fund for amounts paid for workers' compensation claims with injury dates within the Participation Period up to the Claims Liability amount (Aggregate Deductible). The Fund will pay claims in excess of the Claim Liability amount.

Benefit Limits: Workers' Compensation benefits paid to the Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. The Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this agreement for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.