

Adrenistered by the Texas Association of School Boards, Inc.

June 17, 2015

Ms. Rhonda Porter Scurry-Rosser ISD 10705 S State Hwy 34 Scurry, TX 75158-3163

Re: TASB Risk Management Fund Renewal Proposal

Dear Ms. Porter:

The TASB Risk Management Fund (Fund) is pleased to present your renewal proposal. Enclosed are the Contribution and Coverage Summaries (CCS) for each program in which you participate.

The Fund has good news to share. For the fifth year in a row, the Fund Board of Trustees has approved the use of Members' Equity to expand coverage and stabilize contributions, providing the coverage you need at the lowest cost. If you are interested in receiving a quote for a program you're not currently participating in, please let us know, and we will be happy to provide one.

The Fund has provided exceptional risk management coverage to educational entities throughout Texas since 1974 and serves more than any other provider. Today's risk management climate brings continuing change and emerging risks. The Fund fully understands your unique challenges and is prepared and equipped to help you face them.

The Fund is proud of its history but focused on the future, with an emphasis on enhancing services and anticipating member needs. Our mission remains clear – to support public education by providing comprehensive risk management solutions and unparalleled service.

Please review the attached documents carefully, and let us know if you have any questions. Coverage Agreements can be found on the Fund's website at www.tasbrmf.org.

To renew coverage, please date and sign the CCS(s) and return all pages of the original documents, via email, to <u>tasbrmf@tasbrmf.org</u> or by mail to TASB Risk Management Fund, Program Administration, P.O. Box 301, Austin, TX, 78767-0301. Once we have received your signed documents, we will countersign and send you a copy of the fully executed CCS(s) for your records.

As a reminder, in accordance with the terms of your Interlocal Participation Agreement, your coverage automatically renews under the new terms and conditions unless we receive a written notice of termination no later than 30 days prior to your renewal date.

The Fund appreciates your participation and anticipates many years of successful partnership. If you have any questions regarding this proposal, would like a proposal other than on a package basis, or need additional information, please contact me at 800-4-TASB-RM (800-482-7276).

Sincerely,

Jennifer Jones, ARM

Risk Management Consultant Risk Management Services

Texas Association of School Boards, Inc.



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# **Scurry-Rosser ISD**

Contribution & Coverage Summary (CCS)

	through August 31, 20		
PROPERTY  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		\$39,058
Wind, Hurricane, and Hail	Replacement Cost \$40,678,301	\$25,000	Included
Flood	\$2,000,000	\$50,000	Included
Earthquake	\$2,000,000	\$50,000	Included
Crime	\$100,000	\$5,000	Included
Equipment Breakdown			
Equipment Breakdown	Property Limit not to exceed \$100,000,000	\$5,000	Included
SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$5,000	\$3,000
General Liability	\$1,000,000	\$5,000	Included
Employee Benefits Liability	\$100,000	\$5,000	Included
AUTOMOBILE	Per Occurrence 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	\$5,124
Automobile Physical Damage			\$3,106
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
TOTAL CONTRIBUTION			\$50,288

### **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, 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, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

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

**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.

## 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.

#### **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 Conditions**

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

**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.

## **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 - Rhonda Porter Liability - Rhonda Porter Automobile - Rhonda Porter

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					

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:				
James B. Crow, Secretary	Date			



12007 Research Blvd. • Austin, Texas 78759-2439 • P.O. Box 301 • Austin, Texas 78767-0301 Tel 512.467.3699 • 800.482.7276 • Fax 800.580.6720 • tasbrmf.org

Administered by the Texas Association of School Boards, Inc.

## Scurry-Rosser ISD

Contribution & Coverage Summary (CCS)

## Participation Period: October 1, 2015 through September 30, 2016

UNEMPLOYMENT COMPENSATION	Contribution
Unemployment Compensation - Pool	\$3,806
TOTAL CONTRIBUTION	\$3,806
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 Conditions**

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

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## **Program Coordinators**

### Coordinator:

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Unemployment Compensation -Rhonda Porter

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			
TASB Risk Management Fund:				
James B. Crow, Secretary	Date			