



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 18, 2021

Agenda Section: Consent

Agenda Item Title: Approval of Unemployment Compensation Coverage Renewal for the time period covering October 1, 2021 – September 30, 2022.

From: Scott Stephens, Executive Director of Business

Additional Presenters if Applicable:

Description: South San Antonio ISD currently uses TASB Risk Management Fund for the unemployment compensation coverage and would like to renew these services for the time period covering October 1, 2021 – September 30, 2022.

Historical Data: The District utilizes this service and is renewed annually.

Recommendation: Approve the Unemployment Compensation Coverage Renewal for the time period covering October 1, 2021 – September 30, 2022 as presented.

Funding Budget Code and Amount: Fund 199 - \$98,413



July 30, 2021

Scott Stephens

South San Antonio ISD

Dear Scott Stephens,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for the 2021–22 coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org. Please note that **coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date**. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact Adrian Pena or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

We are also working on an update to the Fund's Interlocal Participation Agreement (IPA). **This update will not change the coverage terms in this renewal proposal**. The IPA serves as the foundation for Fund membership and enables participation in the Fund's programs. The IPA was last updated in 2012. TASB requires all foundational agreements with members to be thoroughly reviewed and refreshed at least every 10 years. We anticipate that the updated Interlocal Participation Agreement will include changes to provisions regarding designation of program coordinators, pre-suit appeal requirements, a requirement for validating Board of Trustee approval of the IPA, and other items. We expect to complete our work later this year or in early 2022. We will send out the new IPA at least 60 days prior to the effective date. You will have the opportunity to review the changes and decide whether you wish to execute the new agreement and continue coverage with the Fund.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Adrian Pena
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

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CC:



South San Antonio ISD

Contribution & Coverage Summary (CCS) Participation Period: 10/1/2021 through 9/30/2022

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$98,413
Total Contribution			\$98,413

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.



South San Antonio ISD

Unemployment Compensation
Participation Period: 10/1/2021 through 9/30/2022
Total Contribution: \$98,413

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	\$98,413

Unemployment Compensation Conditions

Agreement: This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. 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, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. 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.

Contribution: The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

Assistance: The Fund’s services include assistance to Fund Member with TWC hearings. 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.



Program Coordinators

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 Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Scott Stephens	Executive Director of Business	scott.stephens@southsanisd.net
TASB RMF-Liability	Scott Stephens	Executive Director of Business	scott.stephens@southsanisd.net
TASB RMF-Unemployment Compensation	Scott Stephens	Executive Director of Business	scott.stephens@southsanisd.net
TASB RMF-Property	Scott Stephens	Executive Director of Business	scott.stephens@southsanisd.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

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 contribution for each program and how each contribution is applied. 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 Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

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