



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 21, 2021

Agenda Section: Discussion/Possible Action

Agenda Item Title: Texas Association of School Boards (TASB) Property and Casualty

From: Dolores Sendejo, Deputy Superintendent

Additional Presenters if Applicable: Adrian Pena, TASB Consultant

Description: The District has an ongoing Interlocal Agreement with TASB for insurance coverage in the areas of property, automobile, school liability, crime, school crisis coverage and general liability. The total contribution for the 2021-2022 school year is \$685,794 which reflects a 7% increase. Cost breakdown includes:

- Property contribution \$539,464 (deductibles from \$15,000 to \$500,00 depending on coverage)
- Automobile contribution \$82,007 (deductibles \$1,000/\$50,000 depending on coverage)
- School Liability contribution \$61,073 (deductibles \$50,000)
- Privacy & Information Security contribution \$3,250 (deductible \$0)
- Violent Acts contribution \$0 (deductible \$0)

Historical Data: The Texas Association of School Boards (TASB) was board approved August 2019 through RFP 2019-14 beginning with the 2019-2020 school year.

Recommendation: Approval of the TASB Property and Casualty proposed renewal for the 2021-2022 school year.

Funding Budget Code and Amount: \$685,794.00

- 199E53642900999099000
- 199E41642900726099000
- 199E51642900999099000
- 199E34642900905099000



South San Antonio ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2021 through 8/31/2022

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 |
|--|--|---------------------------------------|---------------------|
| Property | See Property Coverage Summary | See Property Coverage Summary | \$539,464 |
| Automobile Liability | \$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property | \$1,000 | \$65,172 |
| Automobile Physical Damage | Actual Cash Value | See Automobile Coverage Summary | \$16,835 |
| School Liability including Professional Legal, General, and Employee Benefits Liability | See School Liability Coverage Summary | See School Liability Coverage Summary | \$61,073 |
| Privacy & Information Security | \$250,000 | \$0 | \$3,250 |
| Violent Acts | \$250,000 | \$0 | No Cost |
| Total Contribution | | | \$685,794 |

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

Property Coverage Summary
Participation Period: 9/1/2021 through 8/31/2022
Total Property Contribution: \$539,464

The following is an overview of the limits (blanket replacement) 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.

| Coverage | Limit | Deductible |
|--|---------------|-------------------|
| All Perils except Wind, Hurricane, and Hail | \$390,538,204 | \$10,000 |
| Wind, Hurricane, and Hail | \$390,538,204 | \$500,000 |
| Flood | \$2,000,000 | \$50,000 |
| Earthquake | \$2,000,000 | \$50,000 |
| Crime | \$100,000 | \$5,000 |
| Equipment Breakdown | \$100,000,000 | \$10,000 |

| Additional Deductible for Wind, Hurricane, and Hail | Deductible | Maximum Deductible |
|--|-------------------|---------------------------|
| None | | |

| Additional Sublimit Wind, Hurricane, and Hail | 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 | Wind, Hurricane, and Hail Deductible applies. |



Property Conditions

Named/Numbered Windstorm: All Loss directly caused by, resulting from, or arising out of any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau or National Hurricane Center. Including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term “Tier 1” means 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” means 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” means the Texas county of Harris.

Location: A single street address with 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 Covered 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-A30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, 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 property owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members’ property on a periodic basis and agrees to accept values provided by the Fund.

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 synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.



South San Antonio ISD

Automobile Coverage Summary Participation Period: 9/1/2021 through 8/31/2022 Total Automobile Contribution: \$82,007

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

| Coverage | Limit | Deductible |
|--|--|------------|
| Automobile Liability | \$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property | \$1,000 |
| Automobile Physical Damage - Collision | Actual Cash Value | \$1,000 |
| Automobile Physical Damage - Comprehensive | Actual Cash Value | \$1,000 |
| Automobile Physical Damage - Catastrophic | Actual Cash Value | \$50,000 |

Excluded Vehicles

| VIN | Year | Make | Model/Description | Exclusion |
|-----|------|------|-------------------|-----------|
|-----|------|------|-------------------|-----------|

None

Automobile Terms & Conditions

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 Members' property on a periodic basis and agrees to accept values provided by the Fund.

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: The Fund extends coverage for all Fund Member Covered Automobiles. Vehicles listed are excluded from Automobile Liability, Comprehensive, or Comprehensive coverage as noted under 'Exclusion'.



South San Antonio ISD

School Liability Coverage Summary Participation Period: 9/1/2021 through 8/31/2022 Total School Liability Contribution: \$61,073

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

| Coverage | Limit | Deductible |
|--|-------------|------------|
| Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate | \$1,000,000 | \$50,000 |
| General Liability | \$1,000,000 | \$0 |
| Employee Benefits Liability | \$100,000 | \$0 |

School Liability Conditions

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 Fund 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.



South San Antonio ISD

Privacy & Information Security Coverage Summary Participation Period: 9/1/2021 through 8/31/2022 Total Privacy & Information Security Contribution: \$3,250

The following is an overview of the limits and deductibles for privacy and information security risks. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

| Coverage | Aggregate Limit Per Event | Deductible |
|--------------------------------|---------------------------|------------|
| Privacy & Information Security | \$250,000 | \$0 |

Privacy & Information 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.



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- Unemployment Compensation | Chad Doucet | Director of Purchasing | cdoucet@southsanisd.net |
| TASB RMF-Auto | Irma Paine | HR Coordinator | ipaine@southsanisd.net |
| TASB RMF-Liability | Irma Paine | HR Coordinator | ipaine@southsanisd.net |
| TASB RMF-Property | Irma Paine | HR Coordinator | ipaine@southsanisd.net |

Program Coordinator Updates

| Program | Name | Title | E-mail |
|---------|------|-------|--------|
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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



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **South San Antonio ISD**
Contract Number: **P015908-2021-001**
Contract Period: **9/1/2021** through **8/31/2022**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **South San Antonio ISD**
Contract Number: **P015908-2021-001**
Contract Period: **9/1/2021** through **8/31/2022**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
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