

Administered by the Texas Association of School Boards



March 30, 2021

Chris Bomberger

**Denton ISD** 

Dear Chris Bomberger,

Today, more than ever, strong risk management resources and reliable coverage partners are important to secure and support your operations. We thank you for your membership in the TASB Risk Management Fund and look forward to a continued partnership this year. We are pleased to provide your renewal proposal for 2020-21 coverage with the Fund.

We often point to the **Value of Membership** in the TASB Risk Management Fund. That value makes the Fund the choice of over 1,000 Texas school districts and other educational entities for their risk management and coverage needs:

- We are invested in you: The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial security to handle your claims.
- We have you covered: The Fund's broad array of coverage options are tailored for and respond to the unique needs of Texas schools.
- We are member-focused: The Fund is committed to delivering the coverage and services that members need. 96% of Fund members are satisfied with their membership in the Fund.
- We are in it for the long-haul: Risk management and coverage needs change over time. The Fund has been responsive and innovative in adapting to its members' evolving environments since 1974.
- We have a heart for education: The Fund is administered by the Texas Association of School Boards (TASB). TASB understands the uniqueness of each school community in Texas and has Texas school children at the heart of its mission.

This year, the Fund has made several programs changes and updates for your consideration.

- The Fund expanded access to telemedicine options for Workers' Compensation members which makes seeking
  medical care easier for your employees. The Fund has also expanded access to training through the SafeSchools
  platform with new courses based on your program participation. For Liability members, this includes a stateapproved cybersecurity training course.
- The Fund offers a Wind-Hail Deductible Buy-Down option for Property program members who want to lower their
  wind-hail deductible. Equipment Breakdown and Crime are included at no additional cost. Higher coverage limits
  are available for single-ply membrane roofing systems that meet independent rating standards (e.g., FM Global,
  UL) for severe or very severe hail resistance.
- The Fund has extended limited coverage to students participating in career and technology programs under **General Liability** and **Auto Liability** programs to help support innovative options for students.

- The Fund updated its **Privacy & Information Security** coverage ("cyber") limits to a single \$250,000 combined limit. This replaces the current "three-limit" structure for liability, breach response, and notification costs and is an overall increase in limit. The coverage will continue to be offered without a deductible and the full \$250,000 limit is available for fraudulent direction claims. Due to increased claims costs related to evolving cyber risks, a \$2,500 contribution is being implemented. Higher limits are available for additional contribution.
- The Fund continues to provide \$250,000 of Violent Acts coverage to members in three or more Fund programs at
  no cost. This year, the coverage has been expanded to also include up to \$1 million in coverage for the demolition,
  remediation, or rebuilding of buildings after a violent act occurs. Violent Acts coverage provides expense
  reimbursements for post-event emergency costs, including mental health services, crisis communications, and
  other expenses.

You can accept your renewal proposal online. Please review these renewal proposal documents and then complete your electronic acceptance on the page where you accessed these documents. You may also sign these documents and return them to your Risk Management Marketing Consultant or to <a href="mailto:TASBRMF@tasbrmf.org">TASBRMF@tasbrmf.org</a>.

Please carefully review all terms, conditions, and pricing of this proposal, including several changes to Fund Coverage Agreements where applicable. If you are unsure about your plans to renew, 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 have any questions about the renewal proposal or any aspect of your Fund membership, please contact Scot Parnell or any member of TASB's Underwriting and Marketing Division at 800.482.7276. If you are ready to accept your renewal proposal, please type your first and last name and click "Accept and Sign" at the link where you accessed this proposal.

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

Sincerely, Scot Parnell Risk Management Marketing Consultant Division of Underwriting & Marketing Texas Association of Schools Boards, Inc.

TASB Risk Management Fund 12007 Research Blvd., Austin, Texas 78759-2439 P.O. Box 301, Austin, Texas 78767-0301

Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



# Contribution & Coverage Summary (CCS) Participation Period: 7/1/2021 through 6/30/2022

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	
Property	See Property Coverage Summary	See Property Coverage Summary	\$1,785,433	
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property		\$141,727	
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$57,789	
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$225,224	
Privacy & Information Security	\$250,000	\$0	\$2,500	
Violent Acts	\$250,000	\$0	No Cost	
Total Contribution			\$2,212,673	

**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.

#### **Summary of Coverage Changes and Clarifications**

# Effective September 1, 2020

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes, enhancements, and clarifications for all renewals taking effect on or after September 1, 2020. This document is a summary of changes only; please carefully review the full text of all Fund Coverage Agreements and the member's Contribution and Coverage Summary.

#### **All Coverage Agreements**

 All agreements have been reformatted for clarity and readability, with paragraph headings and sequential numbering.

#### **Automobile Liability & Physical Damage Coverage Changes**

- An amendment was added to the Automobile Liability Coverage to extend coverage to students participating in Fund Member-approved career and technology programs.
- An amendment was added to include Automobile Liability Coverage for non-owned Automobiles while being maintained or operated in a K-12 technology program by Covered Persons.
- An amendment was added to the Automobile Physical Damage coverage that amends the deductible language to require a single deductible when multiple Covered Automobiles are damaged in a comprehensive event.

### **Property Coverage Changes**

- A clarification was added that each Fund Member warrants and represents that all roofs are well maintained.
- An amendment was added to exclude losses from cyber events, regardless of their origin, except for
  ensuing loss by explosion or fire unless the loss arises from an unauthorized, malicious, or criminal
  act
- A clarification was added to the Named Windstorm definition as to its limitation to tropical stormbased convective storms.
- A clarification was added to the definition of Aesthetic Impairment and a payment provision was added for diminution in aesthetic value.

#### **School Liability Coverage Changes**

- An amendment was added under General Liability that allows liability coverage for students participating in all Career and Technology programs on- or off-campus but limits coverage to \$50,000.
- An amendment was added under Professional Legal Liability to allow for an automatic extended reporting period of 30 days after the Participation Period.
- A clarification was added that all related claims are considered one claim with one limit of liability and deductible.



#### **Privacy & Information Security Coverage Changes**

- The coverage agreement was updated to describe all elements of the coverage and replace the previously provided synopsis of coverage.
- A condition was added that the Fund Member is required to implement loss prevention recommendations or forfeit future coverage for a Claim that could have been prevented if the recommendation had been implemented.

#### **Violent Act Coverage Changes**

• This ancillary coverage was clarified and enhanced to broaden the coverage extended because of a Violent Act Event. An Event includes an occurrence during which an individual utilizes a weapon with the intent to harm others and inflicts bodily injury on two or more Victims during a Fund Membersponsored activity regardless of location. Paid expenses include Post Event Emergency Costs, Mental Health Service Costs, Crisis Communication Costs, Essential Support Costs (for travel assistance for Victim's families where needed), with separate Property Reimbursement Costs up to \$1M for the demolition, rebuilding, remediation, or repurposing of buildings after a Violent Act Event.





# Property Coverage Summary Participation Period: 7/1/2021 through 6/30/2022 Total Property Contribution: \$1,785,433

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	\$500,000,000	\$500,000
Wind, Hurricane, and Hail	\$500,000,000	\$1,000,000
Flood	\$2,000,000	\$500,000
Earthquake	\$2,000,000	\$500,000
Crime	\$100,000	\$50,000
Equipment Breakdown	\$100,000,000	\$500,000

Additional Deductible for Wind, Hurricane, and Hail	Deductible	Maximum Deductible
Additional deductible(s) for buildings over 25,000 square feet sustaining damage. Maximum deductible is inclusive of Wind, Hurricane, Hail Deductible	\$100,000 Per Building	\$2,500,000

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 county.	\$5,000,000	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.



# Automobile Coverage Summary Participation Period: 7/1/2021 through 6/30/2022 Total Automobile Contribution: \$199,516

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	\$2,500
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	\$100,000

#### **Excluded Vehicles**

VIN	Year	Make	Model/Description	Exclusion
Mono				

# **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'.



# School Liability Coverage Summary Participation Period: 7/1/2021 through 6/30/2022 Total School Liability Contribution: \$225,224

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 \$5,000,000 Maximum Annual Aggregate	\$5,000,000	\$25,000
General Liability	\$5,000,000	\$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.

Privacy & Information Security Coverage Summary Participation Period: 7/1/2021 through 6/30/2022 Total Privacy & Information Security Contribution: \$2,500

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 Risk Management Fund- Workers' Compensation	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org
TASB Risk Management Fund- Unemployment Compensation	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org
TASB RMF-Property	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org
TASB RMF-Auto	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org
TASB RMF-Liability	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org

#### **Program Coordinator Updates**

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to <a href="mailto:tasbrmf@tasbrmf.org">tasbrmf@tasbrmf.org</a> 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 (authorized to approve this CCS and that I have read a	(CCS) and certify that this information is correct. I at and agree to this CCS and the Interlocal Participation	ffirm that I am duly on Agreement.
Authorized Signature	Date	
Delate d Name	——————————————————————————————————————	
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: **Denton ISD** 

Contract Number: P061901-2021-005

Contract Period: 7/1/2021 through 6/30/2022

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.



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Member: **Denton ISD** 

Contract Number: **P061901-2021-005** 

Contract Period: 7/1/2021 through 6/30/2022

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.

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