

AGENDA

ITEM

GOAL: 4
OBJECTIVE: 4A

SUBJECT:

Consider Board approval of Texas Association of School Board (TASB) renewal of Workers' Compensation deductible (over \$50,000) for all employees of the District as proposed.

RATIONALE:

To support workers' compensation, Human Resources has worked with TASB to complete an annual review of District needs to ensure proper coverage of all employee groups.

RECOMMENDATION:

It is the recommendation of the Administration that the Board of Trustees approve the Workers' Compensation deductible for all employees of the District as proposed.

CONTACT PERSON(S):

Dr. Nkrumah Dixon, Assistant Superintendent of Human Resources
Dr. Scott Sheppard, Superintendent

Attachments:

Contribution and Coverage Summary (CCS)
Inter-local Participation Agreement
Summary of Coverage Changes and Clarifications

NOTE:

The Interlocal Participation Agreement with the TASB Risk Management Fund is a perpetual agreement and automatically renews annually for each line of coverage we provide unless there is a change that affects the terms of the agreement. There have been no recent changes. It was last signed in 2012.

In 2011, Chapter 791.011 of the Texas Government Code was revised to clarify that there is not a need for yearly renewal of the interlocal agreement. Section (i) was added as below stating that an interlocal "may" be for a specified term. The effect of this is clearing up that an interlocal does not have to be for a specified term but can be. Practically, the Fund's interlocal is only valid as long as there is a valid CCS, and since these are normally approved yearly, there basically is a yearly term available to a member.

- (i) • Notwithstanding Subsection (d), an interlocal contract may have a specified term of years



June 23, 2025

Nkrumah Dixon

Huntsville ISD

Dear Nkrumah Dixon,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. 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 pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must 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 questions about this renewal proposal or any aspect of your Fund membership, please contact Rosa Brown or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.



TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org

Administered by the Texas Association of School Boards

Sincerely,
Rosa Brown
Senior Risk Management Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School 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: 1 (512) 505-2810

CC:



Huntsville 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.

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
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Aggregate Deductible	Statutory	\$295,949	\$87,294
Total Contribution			\$87,294

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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Workers' Compensation – Aggregate Deductible

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

Total Workers' Compensation – Aggregate Deductible Contribution: \$87,294

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	\$1,802,989	0.00525461	\$9,474
7720 - POLICE OFFICER	\$0	0.00623900	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$2,408,726	0.00059118	\$1,424
8868 - PROFESSIONAL/ADMINISTRATON	\$44,986,128	0.00121495	\$54,656
9101 - ALL OTHERS	\$2,470,298	0.00880056	\$21,740
Total	\$51,668,140		\$87,294

Estimated Contribution	\$87,294
Estimated Claims Liability	\$295,949
Estimated Maximum Program Cost	\$383,243

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.



Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.



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Workers' Compensation Fee Schedule

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

The following is a summary of the charges, fees, and terms of participation for Run-In claims.

Non-Allocated Claim Services	Fees	
New Indemnity Claim Set up	\$875	Per claim
New Medical Claim Set up	\$175	Per claim
New Record Only Claim Set up	\$25	Per claim

Allocated Claim & Cost Containment Services	Fees	
Bill Review	\$13	Per bill
Pre-Authorization (RN)	\$120	Per pre-authorization
Pre-Authorization (Physician)	\$120	Per pre-authorization + time/expense
External Case Management (ECM)		Per hour
Peer Review by Physician Advisor	Time & Expense	
BRC, CCH, and SOAH and other regulatory representation	Prevailing judicial rates	
Subrogation Services	Included	
Subrogation Recovery	33% of recovery plus attorney fees	
External Investigations	At cost	
Legal Fees (regulated by DWC)	Per attorney rates	

Workers' Compensation — Fee Schedule Terms & Conditions

Allocated Claim and Cost Containment Service Services: Regardless of the original submission date of the claim, the Fund will allocate the Allocated Claim and Cost Containment Service Fees for any services during this participation period to the appropriate claims at the fees listed above.

Run-In Claims: Run-In Claims are existing claims carried over from a previous claims administrator and transferred to the Fund for administration or claims from a member moving from ASO to Fully Funded or Aggregate. Allocated Claim and Cost Containment Fees apply as shown above to any claims transferred to and administered by the Fund from a previous claims administrator (including the Fund) as "Run-In" claims during this or any prior Participation Period.

Subrogation: The Fund will provide subrogation recovery services for the Fund Member. The Fund Member will be entitled to recovered amounts (less applicable attorney fees) and retains the right of final litigation-related settlement decisions, including subrogation.



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 email 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 in this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Paul Brown	Chief Financial Officer	pdbrown@huntsville-isd.org
TASB RMF-Liability	Paul Brown	Chief Financial Officer	pdbrown@huntsville-isd.org
TASB RMF-Property	Paul Brown	Chief Financial Officer	pdbrown@huntsville-isd.org
TASB RMF-Unemployment Compensation	Nkrumah Dixon	Assistant Superintendent, Human Resources	ndixon@huntsville-isd.org
TASB RMF-Workers' Compensation	Nkrumah Dixon	Assistant Superintendent, Human Resources	ndixon@huntsville-isd.org

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 Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

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 will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I have read, approved, and agreed to 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 understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature

Date

Nkrumah Dixon, Ph.D. _____
Printed Name

Assistant Superintendent of HR _____
Title