



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 18, 2018

Purpose: ☐ Presentation/Report ☐ Recognition ☐ Discussion/ Possible Action

☐ Closed/Executive Session ☐ Work Session ☐ Discussion Only ☒ Consent

From: Juan C. Zamora, CFO

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

Description:

The District currently has an ongoing Interlocal Agreement with the Texas Association of School Boards (TASB) for insurance coverage in the areas of property, automobile, Educator's Legal Liability, Crime, and General Liability.

Recommendation:

Administration recommends the renewal of the TASB Property and Casualty Coverage for the 2018-2019 school year.

District Goal/Strategy:

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

\$516,126.00

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

[Signature] for JC Zamora

7-10-18

Superintendent:

[Signature]

7-10-2018



South San Antonio ISD

Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2018 through August 31, 2019

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 Replacement Cost \$359,740,000	\$10,000	\$392,317
Wind, Hurricane, and Hail		\$100,000	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	\$100,000,000	\$10,000	Included

SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$50,000	\$56,550
General Liability	\$1,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included

PRIVACY & INFORMATION SECURITY	Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals	\$0	Included

AUTOMOBILE	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	\$54,535
Automobile Physical Damage			\$12,724
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included

TOTAL CONTRIBUTION	\$516,126
<i>This is not an Invoice.</i>	

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

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

Location: A single street address where 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 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/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and 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 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

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

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 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. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

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 - Peggy Lee Gonzalez

Liability - Peggy Lee Gonzalez

Automobile - Peggy Lee Gonzalez

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