



# MEMORANDUM

To: Members of the Board of Trustees  
From: David C. Solis, Director of Finance  
Subject: Property, Casualty and Auto Liability Insurance 2020-2021  
Date: August 26,2020

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## HISTORY:

Property and Casualty Alliance of Texas is a member owned-and-governed program created to provide member districts lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividend. PCAT provides multi-yeet risk management solutions for over 130 Texas school districts

## RATIONAL:

Every year, the district renews the property and casualty and automobile insurance to insure the following:

### Property

- Buildings, Personal Property and Auxiliary Structures

### Miscellaneous Property

- Mobile and Music Equipment
- Computer Equipment and Media

### General Liability

- Personal Injury
- Employee Benefits Coverage
- Educators Legal Liability
- Automobile Liability and Auto Physical Damage

### Crime Activities

- Public Employee Dishonesty
- Money & Securities
- Forgery and Alteration

## BUDGET IMPACT:

Cost of property, casualty and auto liability insurance for 2020-2021 - \$144,203.00

## ADMINISTRATIVE RECOMMENDATION:

To approve the Property, Casualty and Auto liability Insurance as presented.

**2020 Coverage Summary**

	USI		TREA		TASB Risk Management	
Property Value	\$ 48,579,739		\$ 48,579,739			
Coverage	Deductible	Contributions	Deductible	Contributions	Deductible	Contributions
Property	\$250,000	\$111,245	\$260,000	\$132,331		
Equipment Breakdown	\$5,000	\$2,061	\$5,000	\$1,301		
Cyber Suite	\$1,000	\$1,373	\$5,000	\$3,045		
General Liability	\$1,000	\$938	\$2,500	\$3,745		
Educators Legal Liability	\$10,000	\$3,451	\$5,000	\$4,663		
Auto Liability	\$1,000	\$13,708			\$1,000	\$6,810
Auto Physical Damage	\$1,000	\$6,868			\$1,000	\$3,310
Inland Marine	\$5,000	\$0				
Crime	\$1,000	\$0	\$2,500	\$2,309		
<b>Annual Cost</b>		<b>\$139,644</b>		<b>\$147,394</b>		<b>\$10,120</b>
<b>Optional Coverages</b>						
Cyber Suite Coverage*	\$10,000	\$5,932				
Cyber Suite	\$1,000	(\$1,373)				
<b>Value Added Services</b>						
Property Valuations		Included				
Driver Training		Included				
Employee Training		Included				
Facility Surveys		Included				
Safebus, Community Bus		Included				
Driver Monitoring		Included				
<b>Annual Cost with Additional Coverage</b>		<b>\$144,203</b>		<b>\$147,394</b>		<b>\$10,120</b>
<b>TERMS AND CONDITIONS</b>	Multi Year Coverage		No Multi Year Coverage Offered		No Multi Year Coverage Offered	
	Auto liability does extend to 15 passenger vans while transporting students					
	A contracted school bus driver who is not a district employee is not considered a covered member					
	Contributions are adjusted annually based on updated exposures for property and contents, automobiles and average daily attendance					
	Contributions may be adjusted annually per the PCAT multi-year interlocal addendum					

\*This change will increase the limit from \$100,000 to \$1,000,000 and the deductible from \$1,000 to \$10,000 for cyber suite coverage



Tornillo ISD  
2020 Client Proposal

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Property & Casualty Coverage

Phillip Briscoe  
USI Insurance Services  
USI.com



## 2020 Coverage Summary

### Tornillo ISD

PCAT 9.1.2020 - 9.1.2023

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	\$48,579,739	\$250,000 per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	\$48,579,739	\$10,000 per occurrence
Property Earth Movement	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$10,000 per occurrence
Property - Flood - not Zone A or V	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$100,000 per occurrence

\* Sublimits included as part of the property values shown above.

#### Limits

Equipment Breakdown	PCAT	Per Accident	\$48,579,739	\$5,000
Cyber Suite Coverage	PCAT	Data Compromise Computer Attack/Extortion Network Security	\$100,000	\$1,000
General Liability	PCAT	Per Occurrence / General Aggregate	\$1,000,000	\$1,000 \$5,000 Law
Educator's Legal Liability	PCAT	Claims Made & Reported	\$1,000,000	\$10,000
Auto Liability	PCAT	Per Accident	\$1,000,000	\$1,000
Auto Physical Damage	PCAT	Actual Cash Value	See Schedule	\$1,000

## Additional Property Coverages

### Limits

*All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.*

Accounts Receivable	\$	250,000
Arson, Theft and Vandalism Rewards	\$	25,000
Back-up of Sewers, Drains or Sumps	\$	25,000
Building Ordinance or Law – Blanket		
Demolition Cost & Increased Cost of Construction	\$	5,000,000
Loss to Undamaged Portion of the Building		Included
Debris Removal	\$	250,000
Errors & Omissions	\$	500,000
Extra Expense	\$	5,000,000
Fire Department Service Charge	\$	25,000
Fire Extinguishing Equipment Recharge		Included
Flood – Excluding Zones Prefixed A or V – Annual Aggregate	\$	1,000,000
Foundations and Underground Pipes	\$	100,000
Inventory & Appraisal	\$	25,000
Miscellaneous Unnamed Locations	\$	50,000
Newly Acquired or Constructed Buildings – 180 days	\$	1,000,000
Outdoor Property	\$	2,000,000
Outdoors Trees, Shrubs & Plants	\$	25,000
Personal Effects and Property of Others	\$	100,000
Personal Property at Newly Acquired or Constructed Buildings – 180 days	\$	500,000
Pollution Cleanup and Removal	\$	100,000
Preservation of Property		Included
Spoilage	\$	100,000
Tenant Glass	\$	10,000
Theft Damage to Building		Included
Underground Water Seepage	\$	25,000
Utilities Services – Direct Damage	\$	50,000
Valuable Papers and Records	\$	50,000

## Inland Marine Coverages

### Limits

### Deductible

*All are Sublimits included as part of the property values and are subject to the deductibles listed.*

Audio Visual Equipment	\$	100,000	\$	5,000
Band Equipment, Uniforms, & Musical Instruments	\$	500,000	\$	1,000
Electronic Data Processing Equipment	\$	2,000,000	\$	5,000
Media & Data		Included		
Fine Arts	\$	25,000	\$	1,000
Miscellaneous Equipment (includes Mobile Equipment)	\$	500,000	\$	1,000
Personal Effects and Property of Others – Off Premises	\$	100,000	\$	1,000
Personal Property In Transit	\$	50,000	\$	1,000
Property Off-Premises	\$	100,000	\$	1,000

## Crime

### Limits

### Deductible

*All are Sublimits included as part of the property values and are subject to the deductibles listed.*

Employee Dishonesty	\$	100,000	\$	1,000
Money & Securities - Inside the Premises	\$	50,000	\$	1,000
Money & Securities - Outside Premises	\$	50,000	\$	1,000
Fraudulent Instruction	\$	50,000	\$	1,000
Forgery & Alteration	\$	50,000	\$	1,000

## Equipment Breakdown

### Limits

### Deductible

Equipment Breakdown Limit	\$	48,579,739	\$	5,000
Property Damage		Included		
Off Premises Property Damage	\$	25,000		
Business Income/Extra Expense/Service Interruption	\$	1,000,000		
Contingent Business Income	\$	25,000		
Civil Authority		Included		
Perishable Goods	\$	100,000		
Demolition	\$	100,000		
Ordinance or Law	\$	100,000		
Expediting Expenses	\$	100,000		
Hazardous Substances	\$	100,000		
Newly Acquired Locations	\$	1,000,000		
Green	\$	25,000		
Public Relations	\$	5,000		

Cyber Suite Coverage	Annual Aggregate Limit	Deductible
All Coverages Combined	\$100,000	\$1,000

**Data Compromise Response Expenses - Included in Annual Aggregate Limit**

Notification to Affected Individuals  
 Services to Affected Individuals

**Per Occurrence Sublimits:**

Forensic IT Review	50% of Cyber Suite Annual Limit
Legal Review	50% of Cyber Suite Annual Limit
Public Relations Services	\$ 5,000
Regulatory Fines and Penalties	50% of Cyber Suite Annual Limit
PCI Fines and Penalties	50% of Cyber Suite Annual Limit

**Computer Attack & Cyber Extortion - Included in Annual Aggregate Limit**

Data Restoration Costs  
 Data Recreation Costs  
 System Restoration Costs

**Per Occurrence Sublimits:**

Loss of Business	50% of Cyber Suite Annual Limit
Extended Income Recovery	Subject to loss of business sublimit
Public Relations Services	\$ 5,000
Cyber Extortion	\$ 25,000
Misdirected Payment Fraud	\$ 25,000
Computer Fraud	\$ 25,000

**Data Compromise Liability - Included in Annual Aggregate Limit**

Defense & Liability

**Network Security Liability - Included in Annual Aggregate Limit**

Defense & Liability

**Electronic Media Liability - Included in Annual Aggregate Limit**

Defense & Liability

## General Liability

	Limits	Deductible
General Aggregate Limit	\$ 1,000,000	\$ 1,000
Each Occurrence Limit	\$ 1,000,000	\$ 1,000
Damage To Premises Rented To You Limit	\$ 500,000	\$ 1,000
Law Enforcement Liability Limit	\$ 1,000,000	\$ 5,000
Unmanned Aerial Vehicle Aggregate Limit	\$ 100,000	\$ 1,000
Personal and Advertising Injury Limit	\$ 1,000,000	\$ 1,000
Products/Completed Operations Aggregate Limit	\$ 1,000,000	\$ 1,000

## Employee Benefits Liability

	Limits	Deductible
Claims-Made & Reported Form	Retroactive Date: 9.1.2020	
Each Employee	\$1,000,000	\$ 1,000
Aggregate (Included in General Liability General Aggregate)		

## Educator's Legal Liability

	Limits	Deductible
Claims-Made & Reported Form	Retroactive Date: 9.1.2015	
Coverage A: Professional Educational Services		\$ 10,000
Each Professional Incident	\$ 1,000,000	
Professional Incident Aggregate	\$ 1,000,000	
Coverage B: Employment-Practices Liability		\$ 10,000
Each Employment Incident	Combined with Coverage A	
Employment Incident Aggregate	Combined with Coverage A	
Coverage C: Non-Pecuniary Defense		\$ 10,000
Defense Reimbursement	\$100,000	
Defense Reimbursement Aggregate	\$300,000	



## Auto Liability

	Limits	Deductible
Combined Single Limit	\$ 1,000,000	\$ 1,000
Non-Owned & Hired Liability	BI / PD Limit	

## Auto Physical Damage

	Limits	Deductible
Comprehensive & Collision Coverage Including Flood, except in Zones Prefixed A or V	ACV	\$ 1,000
Newly Acquired Vehicles	ACV	\$ 1,000
Garagekeepers Legal Liability	\$ 50,000	\$ 1,000
Hired Car Physical Damage	\$ 100,000	\$ 1,000

## Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

### Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

# Terms & Conditions

## General Terms

1. The proposed contributions and coverage include package discounts. Therefore, all proposed coverages must be accepted as a package.
2. This proposal is summary only. Please consult all applicable agreements and coverage documents for a complete explanation of the coverages, conditions and exclusions.
3. If this proposal is based upon an incomplete application, terms and pricing may change if the completed application reveals new underwriting concerns.
4. This proposal is based upon no deterioration in property losses prior to binding. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from North American Solutions.
5. This proposal is rescinded if a RFP is issued by the school district or college subsequent to the date that this proposal is offered.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. Property coverage will apply on the condition that the Member give us notice of any Loss as soon as possible, but in no event more than 365 days from the date of the Occurrence.
8. Roof coverings to be ACV if originally installed or last fully replaced more than 20 years from the date of loss.

## Multi-Year Coverage

1. This proposal includes multi-year coverage terms as specified in the PCAT Multi-Year Interlocal Addendum.

## Automobiles

1. Automobile Liability coverage does not extend to 15 Passenger Vans “while transporting students.”
2. A contracted school bus driver who is not a district employee is not considered a covered Member.

## Annual Adjustments

1. Contributions are adjusted annually based on updated exposures for Property and Contents, Automobiles and Average Daily Attendance.
2. Contributions may be adjusted annually per the PCAT Multi-Year Interlocal Addendum.

## Proposal Contingencies (the following must be received prior to binding)

1. Signed PCAT Multi-Year Interlocal Addendum.
2. PCAT Interlocal Agreement, revised as of 5.1.2019.
3. Signed coverage applications.
4. Confirmation there have been no losses that PCAT administration has not been made aware of.

## Cost Summary

	Exposures		Cost
Property	Building	\$ 37,460,991	\$ 111,245
	Contents	\$ 11,118,748	
	Total	\$ 48,579,739	
Equipment Breakdown	TIV	\$ 48,579,739	\$ 2,061
Cyber Suite	ADA	1,002	\$ 1,373
	Employees	183	
General Liability & Employee Benefits Liability	ADA	1,002	\$ 938
	Employees	183	
Educator's Legal Liability	ADA	1,002	\$ 3,451
	Employees	183	
Automobile Liability	Power Units	32	\$ 13,708
	Trailers	0	
Auto Physical Damage	Cost New	\$1,370,428	\$ 6,868
	Units	32	
<b>Annual Cost</b>			<b>\$ 139,644</b>

## Value - Added Services

Property Valuations	Annual Property Valuation Updates including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver DVD Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included
SafeBus Community Bus Driver Monitoring	Yellow & White fleet safety monitoring program	Included

Optional Cyber Suite Coverage	Annual Aggregate Limit	Deductible	Annual Cost
All Coverages Combined	\$ 1,000,000	\$ 10,000	\$ 5,932

**Data Compromise Response Expenses - Included in Annual Aggregate Limit**

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**Per Occurrence Sublimits:**

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**Data Compromise Liability - Included in Annual Aggregate Limit**

Defense & Liability

**Network Security Liability - Included in Annual Aggregate Limit**

Defense & Liability

**Electronic Media Liability - Included in Annual Aggregate Limit**

Defense & Liability

## Mission

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PCAT was created to provide Member districts with a strategy to achieve the lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividends.

## Strength

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PCAT provides multi-year risk management solutions for over 130 Texas school districts. With over \$28 Million in annual Member contributions, PCAT is the largest school risk program in the country devoted exclusively to property and casualty exposures.

## Governance

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PCAT is a Member owned-and-governed program. Member districts elect a five-Member Board of their peers to provide program governance ensuring the program is consistently aligned with the best interests of Member districts.

## Non-Profit

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PCAT's non-profit status ensures that any program funds not necessary for program operations are dispersed to Members via cash dividends. Since 2009, PCAT has returned over \$11,000,000 in cash dividends to Texas classrooms.

## Interlocal

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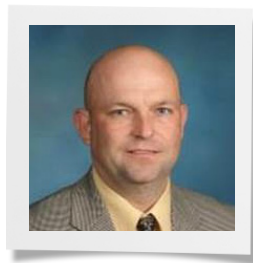
Formed under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the PCAT Interlocal Agreement enables Members to benefit from cost-saving multi-year agreements while meeting Texas Education Code section 44.031 Purchasing Contracts requirements.

## Board of Trustees

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**Heather Wilson**  
Canyon ISD



**Dennis Jurek**  
Bellville ISD



**Ofelia Dominguez**  
United ISD



**George Talbert**  
Buna ISD



**Mark Youngs**  
Keller ISD



**Tornillo ISD  
Schedules**



# Property and Equipment Breakdown Schedule

## Tornillo ISD

Member Name	Member Number	Building	Bldg #	Address	City	Zip Code	Const	# Story	Year Built	Year Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value
Tornillo ISD	071-908	NEIL BLDG		19210 COBB AVE	Tornillo	79853	MFR	1	1969			15,202				\$ 2,056,194	\$ 616,858	\$ 2,673,052
Tornillo ISD	071-908	WEIGHT ROOM		19230 COBB AVE	Tornillo	79853	MNC	1	1958			3,000				\$ 268,661	\$ 80,598	\$ 349,259
Tornillo ISD	071-908	ELEMENTARY		19200 GABY ST	Tornillo	79853	MNC	1	1992			36,020				\$ 3,716,857	\$ 929,214	\$ 4,646,071
Tornillo ISD	071-908	ADMINISTRATION		19200 COBB	Tornillo	79853	MNC	1	1926			18,406				\$ 3,052,693	\$ 1,221,077	\$ 4,273,770
Tornillo ISD	071-908	MULTI PURPOSE		19200 COBB	Tornillo	79853	MNC	1	1994			12,177				\$ 1,080,699	\$ 270,175	\$ 1,350,874
Tornillo ISD	071-908	TORNILLO CLINIC		19198 COBB AVE	Tornillo	79853	F	1	1970			1,833				\$ 184,294	\$ 73,718	\$ 258,012
Tornillo ISD	071-908	HIGH SCHOOL		300 OIL MILL RD	Tornillo	79853	MNC	1	1997			41,077				\$ 4,872,607	\$ 1,461,782	\$ 6,334,389
Tornillo ISD	071-908	HS GYM		420 B OIL MILL RD	Tornillo	79853	MNC	1	2002			13,389				\$ 1,960,204	\$ 588,061	\$ 2,548,265
Tornillo ISD	071-908	HS AG		420 C OIL MILL RD	Tornillo	79853	JM	1	2002			6,471				\$ 864,139	\$ 259,242	\$ 1,123,381
Tornillo ISD	071-908	JR HIGH		420 A OIL MILL RD	Tornillo	79853	MNC	1	2001			27,723				\$ 3,150,057	\$ 945,017	\$ 4,095,074
Tornillo ISD	071-908	TORNILLO HIGH SCHOOL		430 D OIL MILL RD	Tornillo	79853	MNC	1	2010			121,173				\$ 15,322,486	\$ 4,596,746	\$ 19,919,232
Tornillo ISD	071-908	FB HOME BLEACHERS/PRESSBOX		19210 COBB AVE	Tornillo	79853		1	1969							\$ 75,000		\$ 75,000
Tornillo ISD	071-908	FB VISITOR BLEACHERS		19210 COBB AVE	Tornillo	79853		1	1969							\$ 24,000		\$ 24,000
Tornillo ISD	071-908	FB SCOREBOARD		19210 COBB AVE	Tornillo	79853		1	1969							\$ 12,500		\$ 12,500
Tornillo ISD	071-908	FB FENCING		19210 COBB AVE	Tornillo	79853		1	1969							\$ 12,000		\$ 12,000
Tornillo ISD	071-908	TENNIS COURTS		19210 COBB AVE	Tornillo	79853		1	1969							\$ 20,000		\$ 20,000
Tornillo ISD	071-908	FB LIGHTS		19210 COBB AVE	Tornillo	79853		1	1969							\$ 40,000		\$ 40,000
Tornillo ISD	071-908	MARQUEE		19210 COBB AVE	Tornillo	79853		1	1969							\$ 18,000		\$ 18,000
Tornillo ISD	071-908	SOFTBALL COMPLEX		19210 COBB AVE	Tornillo	79853	MNC	1	1969							\$ 120,000		\$ 120,000
Tornillo ISD	071-908	HOPE ACADEMY		19250 COBB AVE	Tornillo	79853	MNC	1				1002				\$ 48,000	\$ 6,400	\$ 54,400
Tornillo ISD	071-908	BB COMPLEX		300 OIL MILL RD	Tornillo	79853		1	2005							\$ 88,000		\$ 88,000
Tornillo ISD	071-908	HS PORTABLE		300 OIL MILL RD	Tornillo	79853	Portable	1	2005			1536				\$ 53,000	\$ 5,300	\$ 58,300
Tornillo ISD	071-908	COMMUNICATION TOWERS 2		300 OIL MILL RD	Tornillo	79853		1	2005							\$ 10,000		\$ 10,000
Tornillo ISD	071-908	PORTABLE		420 A OIL MILL RD	Tornillo	79853	Portable	1	2002			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		420 A OIL MILL RD	Tornillo	79853	Portable	1	2002			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		420 A OIL MILL RD	Tornillo	79853	Portable	1	2002			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		420 A OIL MILL RD	Tornillo	79853	Portable	1	2002			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		420 A OIL MILL RD	Tornillo	79853	Portable	1	2002			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		19200 GABY ST	Tornillo	79853	Portable	1	2005			640				\$ 25,600	\$ 2,560	\$ 28,160
Tornillo ISD	071-908	PORTABLE		19200 GABY ST	Tornillo	79853	Portable	1	2005			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		19200 GABY ST	Tornillo	79853	Portable	1	2005			768				\$ 35,000	\$ 7,000	\$ 42,000
Tornillo ISD	071-908	PORTABLE		19200 GABY ST	Tornillo	79853	Portable	1	2005							\$ 53,000	\$ 3,000	\$ 56,000
Tornillo ISD	071-908	PORTABLE		19200 GABY ST	Tornillo	79853	Portable	1	2005							\$ 53,000	\$ 3,000	\$ 56,000
<b>Totals:</b>																<b>\$ 37,460,991</b>	<b>\$ 11,118,748</b>	<b>\$ 48,579,739</b>



Tornillo ISD

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Coll Deductible	District Unit Number
Tornillo ISD	071-908	1	2005	Blue Bird	Bus	1FDXE45P45HA94076	618200	\$ 46,840	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	2	1999	Blue Bird	Bus	1HVBBABM4XH672884	618300	\$ 49,425	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	3	2001	Blue Bird	Bus	1BABNBXA31F098079	618300	\$ 98,893	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	4	2005	Blue Bird	Bus	1FDXE45P65HA94077	618300	\$ 46,840	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	5	2005	Blue Bird	Bus	1FDXE45P85HA94078	618300	\$ 59,460	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	6	2006	Blue Bird	Bus	1BAKBCKAX6F237914	618300	\$ 81,750	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	7	2008	Blue Bird	Bus	1BABNBKA48F247567	618300	\$ 148,270	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	8	2009	Blue Bird	Bus	1BAKGCKA79F267541	618300	\$ 84,103	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	9	2010	Blue Bird	Bus	1BAKGCPA7AF268654	618300	\$ 84,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	10	2015	Blue Bird	Bus	1BAKGCBA6FF305174	618300	\$ 99,400	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	11	2015	Blue Bird	Bus	1BAKGCBA8FF305175	618300	\$ 99,400	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	12	2016	Blue Bird	Bus	1BAKBPA8GF324172	618300	\$ 99,795	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	13	2003	IHC	Bus	4DRBRABNX3B952974	618300	\$ 46,985	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	14	2007	Chevrolet	SED	2G1WS55R479373608	739800	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	15	2014	Ford	SED	1FADP3E27EL401047	739800	\$ 15,648	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	16	2014	Ford	SED	1FADP3E29EL401048	739800	\$ 15,648	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	17	2015	Ford	VAN	NMOL56E73F1214092	618200	\$ 21,417	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	18	2004	Nissan	SUV	5NLBV28U24N3L0569	014990	\$ 24,722	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	19	2002	Chevrolet	PU	1GCG24R0YR199441	014990	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	20	2002	Chevrolet	PU	1GCHG35RX21183430	618200	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	21	1997	Dodge	PU	1B7HC16Y7VS248917	014990	\$ 14,800	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	22	2003	Dodge	PU	3D7KU28603G736508	014990	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	23	2006	Ford	PU	1FTNE24W96HB02974	014990	\$ 17,041	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	24	2008	Ford	PU	1FTNF20508ED57589	014990	\$ 18,694	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	25	2008	Ford	PU	1FTNS24W88DA95454	014990	\$ 17,697	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	26	2000	GMC	PU	1GKGG25R2YL158203	014990	\$ 22,033	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	27	2012	Honda	PU		014990	\$ 26,021	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	28	2002	Nissan	PU	1N6DD26S22C355180	014990	\$ 14,798	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	29	2003	Nissan	PU	1N6DD26T73C454636	014990	\$ 13,638	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	30	2003	Nissan	PU	1N6DD26T93C454234	014990	\$ 13,638	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	31	2019	Nissan	PU	1N6BDOCT2KN712872	014990	\$ 24,736	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	32	2019	Nissan	PU	1N6BDOCT4KN705034	014990	\$ 24,736	\$ 1,000	\$ 1,000	





**Tornillo ISD**  
**Signature Documents**

This Interlocal Agreement ("Agreement") is entered into by and between the Property Casualty Alliance of Texas ("PCAT"), an administrative agency created by the participating Local Government Members (hereinafter defined), and the undersigned Member (hereinafter defined) (collectively "the parties") pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7, Texas Government Code (the "Act"). The parties enter into this Agreement in accordance with the terms and conditions hereof to collectively and cooperatively provide a plan to efficiently and effectively administer a property/casualty program (hereinafter the "Program").

### Witnesseth

WHEREAS the undersigned Member is a political subdivision of the State of Texas and a local government under the Act and PCAT is an administrative agency created pursuant to the Act to administer the Program;

WHEREAS the Program provides a governmental function or service that the Member is authorized and/or required to perform individually;

WHEREAS the Member and PCAT are authorized to enter into this Agreement pursuant to the Act;

WHEREAS the Board of Trustees of Member has agreed to the terms and conditions of the Agreement and authorized Member to enter into this Agreement;

WHEREAS the Member desires to enter into the Agreement in order to provide a more efficient and effective way to acquire certain insurance coverage, including property and casualty insurance, and the reinsurance of such coverages, and the Member does hereby become a party to the Agreement; and

WHEREAS the Member, by entering into this Agreement, has satisfied requirements of the Member to seek competitive bids for the purchase of goods and services, including, but not limited to Chapter 44 of the Texas Education Code.

BE IT RESOLVED that the undersigned Member, in exchange for the promises and agreements contained herein agrees to the following:

The undersigned local government of the State of Texas (the "Member") in consideration for the promise of PCAT, subject to the terms and conditions herein, to provide property, boiler & machinery, auto physical damage, inland marine, electronic data processing equipment, crime, general liability, auto liability, educator's legal liability, employment-practices liability, storage tank liability and similar and related property and casualty lines of insurance and/or self-insurance funding; reinsurance; claims administration; loss prevention/control services; and other risk management services as needed for the Member, and in further consideration of other local government members participating in the Program (hereinafter Local Government Members) executing this Agreement, does hereby adopt and execute the Agreement and become a Member in

the Program, which includes the payment of contributions to the Program as described herein. As such, the Member agrees to the following terms and conditions:

## **Terms and Conditions**

1. **Contribution and Coverage Summary.** The Member agrees that the Participation Period (hereinafter defined as the period of time the Member is responsible for the payment of Contributions), Contributions and coverages provided hereunder shall be as specified in the Contribution and Coverage Summary provided by the Program to the Member. The title of the document referred to herein may also be referred to as the Coverage Summary.
2. **Term.** Pursuant to the Act, so long as two or more Members remain in the Program, this Agreement shall renew annually, unless terminated sooner in accordance with the Termination provisions of this Agreement.
3. **Termination.**
  - a. **By Either Party with 60 Days Notice before Renewal.** Either party may terminate this Agreement prior to the end of any Participation Period by giving a sixty (60) day written notice. The member may not effect termination of this Agreement in between the beginning and end of any Participation Period, except as provided in this Termination provision.
  - b. **By Member Upon Payment of Late Notice Fee.** If Member fails to terminate as provided in 3.a., it may still terminate participation prior to the renewal date by paying a late notice fee of 20% of the annual contribution for the expiring Participation Period. Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Program's damages for the Member's untimely withdrawal from the Program. However, once the renewal term begins, the Member can no longer terminate by paying a late notice fee: the Member shall renew per the terms and conditions identified in the renewal Contribution and Coverage Summary.
  - c. **By the Program upon Breach by Member.** The Program may terminate this Agreement at any time based on breach of any of the following obligations, by giving 10 days' written notice to Member of the breach; and Member's failure to cure the breach within said 10 days (or other time period approved by the Program):
    - i. Member fails or refuses to make the payments or contributions as required by this Agreement;
    - ii. Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Program;
    - iii. Member fails or refuses to follow loss prevention recommendations made by the Program or its designee; or
    - iv. Member fails or refuses to comply with any agreement or undertaking on its part set forth in this Agreement, or otherwise breaches this Agreement.

- d. **Financial Responsibilities Upon Termination.** If the Member breaches this Agreement, or if the Program terminates participation of the Member under any provision of this Article, the Member agrees that the Program will have no responsibility of an kind or nature to provide coverage post-termination. Further, the Member shall bear the full financial responsibility for any unpaid open claims and expense related to any claim, asserted or unasserted and reported or unreported, against the Program or Member, or incurred by the agents or representatives of Member.

In addition to the foregoing, if termination is due to Member's failure to make required payments or contributions, Member agrees that is shall pay the Program liquidated damages in the amount of 50% of the annual contribution for the expiring Participation Period contributions and shall forfeit all contributions already made to the Program, including without limitation, initial, estimated and adjusted contributions.

#### 4. Contributions.

- a. **Agreement to Pay.** Member agrees to pay contributions based upon a risk-funding plan developed by the Program. Contributions as shown on the Contribution and Coverage Summary are payable upon receipt of an invoice from the Program, or it's authorized representative, and shall be made from Current Revenues available to the Member. All Contribution invoices are deemed late if not paid within forty-five (45) days of the invoice date, and the Program shall have the right to terminate the Member in accordance with 3.c. of the Termination provisions.
  - b. **Estimated Contribution.** The Program reserves the right to collect all initial, estimated and adjusted contributions that are due the Program. The contribution shown on the Contribution and Coverage Summary and endorsements is an estimate. The Program reserves the right to audit the records of any Member, as those records pertain to participation in the Program.
  - c. **Contribution Adjustment.** Should the Program's income from operations for any given fund year be inadequate to pay the ultimate cost of claims incurred in that fund year, the Program may collect an adjusted contribution from any current or former Member.
5. **Amendments.** This Agreement, including the Contribution and Coverage Summary and coverage documents, may be amended by the Fund, in writing, by providing the Member with written notice before the earlier of (i) the effective date of the amendment, or (ii) the date by which the Member can terminate without payment of late notice fees. An amendment shall only apply prospectively and the Member shall have the right to terminate this Agreement before the Amendment becomes effective, as provided in this Agreement. If the Member fails to provide timely written notice of termination, the Member shall be deemed to have consented to the Program's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Member's signature.

The Program may also amend this Agreement or any Contribution and Coverage Summary, effective during the middle of a Participation Period, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Program.
  - b. The terms of the Program's reinsurance, stop-loss or excess insurance change substantially.
6. **Appeals.** Member shall have the right to appeal any written decision or recommendation to the Program's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
  7. **Bylaws, Policies and Procedures.** The Member agrees to abide by the Bylaws of the Program, as they may be amended from time to time, and any and all written policies and procedures established by the Program. If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs the Member, such change will not apply to the Member until the next renewal Participation Period.
  8. **Claims Administration.** The Program or its designee agrees to administer all claims for which Member has coverage after notice of loss has been given (notice of loss is defined in the Member's coverage documents received from the Program). The Member authorizes the Program or its designee to act in all matters pertaining to handling of claims for which the Member has coverage pursuant to this Agreement. Member expressly agrees that the Program has sole authority in all matters pertaining to the administration of claims and grants the Program or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Member further agrees to be fully cooperative in supplying any information reasonably requested by the Program in the handling of claims. All decisions on individual claims shall be made by the Program or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
  9. **Claims Reporting.** Notice of any claim must be provided to the Program no more than 30 days after the Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the coverage documents provided to the Member by the Program. Failure by the Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Program advances payment of any fine or penalty arising from the Member's late claim reporting, the Member will reimburse the Program for all such costs.
  10. **Complete Understanding.** This Agreement, together with any in-force Interlocal Addendums, Bylaws and Contribution and Coverage Summaries, represent and contain the complete understanding and agreement of the Program and the Member, and supersedes all prior written and oral agreements.

11. **Cooperation and Access.** The Member will furnish annually to PCAT the total number of enrolled students and employees; as well as property, auto, inland marine, electronic data processing equipment schedules, and other underwriting information deemed reasonably necessary by PCAT within the time period specified by the Program. PCAT reserves the right to audit the records of the Member. Member agrees to annually release and/or authorize the release of current-valued claims information to PCAT for the previous five (5) years to allow PCAT to determine the Member's participation in the Program.
12. **Current Revenues.** Contributions due pursuant to this Agreement shall be made from Current Revenues available to the Member, and said amount determined in the annual Contribution and Coverage Summary provided to the Member by PCAT.
13. **Defense and Prosecution of Claims.** The Member authorizes the Program to engage counsel and/or relevant experts, in the Program's sole discretion, with respect to any claim, dispute, defense or litigation involving any past or current Member.
14. **Excess Coverage.** The Program, in its sole discretion, may purchase excess coverage or reinsurance for all Program coverages. The Program may also act on behalf of individual Members to obtain coverage, invoice the Member, and remit the payment to the appropriate party. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Program or any Member, the Program is not responsible for any payment or any obligations to the Member from any reinsurer, stop loss carrier, or excess coverage provider.
15. **Governance.** The PCAT will be governed by a Board of Trustees of PCAT ("Board") in accordance with the Bylaws created and adopted by the Board (hereinafter "Bylaws").
16. **Independent Actuarial Study.** PCAT shall provide for an annual independent actuarial study of the Program.
17. **Independent Financial Audit.** PCAT shall provide for an annual independent financial audit of the Program.
18. **Insurance Terminology.** The Program is not 'insurance', but is rather a mechanism through which eligible entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement or any Program documents, to an insurance term or concept is coincidental, and is not intended to characterize the Program as 'insurance' as defined by law.
19. **Investments.** PCAT may invest Member contributions, or any portion thereof, in accordance with guidelines approved by the Board.
20. **Lawsuit.** The Member does hereby agree that any suit brought against the Member pursuant to any of the provisions of the Program may be defended in the name of the Member by counsel selected in the sole discretion of the Program, or its designee, on behalf of and at the expense of the Program as necessary for the defense and/or prosecution of any legal action. Full cooperation by the Member shall be extended to supply any information reasonably needed or required in such defense.

21. **Loss Prevention.** The Member shall have a loss prevention plan, which will be coordinated with the Program to make all reasonable efforts to eliminate and minimize hazards that would contribute to property/casualty losses.
22. **Member Equity.** The Program Board of Trustees, in its sole discretion, may declare a dividend distribution of the Program's fund balance to current Members who are in good standing. Former Members forfeit all rights to any potential dividend distribution for the years in which a former Member participated in the Program. Program fund balance belongs to the Program. No individual Member is entitled to an individual allocation or portion of fund balance.
23. **Member Representative.** The Member agrees to designate a Member Representative who shall have authority from the Member's Board of Trustees to represent and bind the Member, and the Program will not be required to contact any other individual regarding Program matters for the Member. Any notice to or any agreements with the Member Representative shall be binding upon the Member. The Member reserves the right to change the Member Representative as needed by providing written notice to the Program. Such notice is not effective until actually received by the Program.
24. **No Waiver of Subrogation Rights.** Member shall do nothing to prejudice or waive the Program's existing or prospective subrogation rights under this Agreement. If Member has waived any subrogation right without first obtaining the Program's written consent, the Program shall be entitled to recover from Member any and all sums that the Program would have recovered without such waiver. Recoveries include attorney's fees, costs and expenses.
25. **Notice.** Any written notice to the Program shall be made by first class mail, postage prepaid, and delivered to the Chairperson, Property Casualty Alliance of Texas, 12300 Dundee Court, Suite 112, Cypress, Texas 77429.
26. **Optional Policies.** From time to time, PCAT may seek to obtain access for Members to optional insurance policies that provide coverage from losses not otherwise addressed by the Property Casualty Alliance of Texas (for example, wind damage). These policies shall create a direct insurer-insured relationship between the offering company and any participating Member, and shall not otherwise be governed by this Agreement. PCAT shall not provide claims administration services for these optional lines of coverage, and shall bear no risk with respect to these policies.
27. **Property Valuations.** A Member participating in the property coverage as indicated on the Contributions and Coverage Summary agrees to cooperate with a valuation of property values performed by the Program. New Members must cooperate with the Program to complete the property valuation within ninety (90) days of the inception date of the property coverage as stated on the Contribution and Coverage Summary. The newly valued property and the corresponding additional contribution will be retroactive to the date of the property coverage inception date.
28. **Security of Documents.** The Program may grant the Member access to confidential or proprietary information. Member agrees to assume the responsibility for taking all reasonable steps to avoid unauthorized disclosure of this information.

29. **Severability.** If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
30. **Signatures/Executed Documents.** The Program and Member may rely upon a facsimile or imaged signature as if it were the original. The failure of either party to provide an original, manually executed signature shall not affect the validity or enforceability of this Agreement or any Program document.
31. **Subrogation and Assignment of Rights.** The Member assigns all subrogation rights to the Program. The Program has the right, in its sole discretion, without notice to the Member, to bring all claims and lawsuits in the name of the Member or the Program. Member agrees that all subrogation rights and recoveries belong first to the Program, up to the amount of benefits, expenses, and legal fees incurred by the Program.
32. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas, unless otherwise mandated by law.
33. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned shall become a Member of the Program and this Agreement.

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**PCAT MEMBER**

---

Signature of Member Representative

---

Printed Name of Member Representative

---

Date

**PROPERTY CASUALTY ALLIANCE of TEXAS**

---

Signature of PCAT Chairperson

---

Printed Name of PCAT Chairperson

---

Date



## Tornillo ISD

1. **Agreement:** PCAT and **Tornillo ISD** (Member) agree that Member will be a PCAT Member for the 2020-2021 through the 2022-2023 Participation Period. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
2. **Annual Adjustment:** The rates in effect for each Participation Period will be applied to any changes in exposure during each Participation Period, and these rates will be the basis for determining the Contributions due PCAT for each period. Member agrees to an annual rate adjustment, up or down, beginning 9/1/2021 that will reflect the actual percentage change in total PCAT funding rates, defined as the change in rates to fund for reinsurance and pool retained losses. A certified document of these changes will be provided by PCAT to the Member.
3. **Member Opt-Out:** If reinsurance renewal terms or program catastrophic losses cause an unanticipated change in PCAT’s funding model that result in a Member rate and/or deductible increase of **more than 10%**, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.
4. **Termination:** If Member terminates this Addendum prior to 8/31/2023, a short-term cancellation penalty of twenty percent (20%) of Annualized Contributions for the 2020-2021 Participation Period will be due from Member and payable to PCAT within 30 days after notice of termination is received.

The undersigned agrees to this Addendum.

\_\_\_\_\_  
**Tornillo ISD** Authorized Signature

\_\_\_\_\_  
PCAT Board Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Non-Appropriations Clause:** This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.



# Member Representative Form

I understand the Member is required to appoint a Member Representative that has express authority to represent and bind the Member in all property/casualty coverage matters, as outlined in the PCAT Interlocal Agreement (Agreement), in the section entitled “General Provisions”.

I hereby appoint the following Member Representative:

\_\_\_\_\_  
Printed Name of Member Representative

\_\_\_\_\_  
Member Representative Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Phone

Fax

\_\_\_\_\_  
E-mail Address

Through the execution of my signature below, I hereby warrant that I am duly authorized to sign this Member Representative Form and affirm the named Member’s participation. Furthermore, I certify that I have read and understood the entire Agreement.

**Member (School Entity):**

**Property Casualty Alliance of Texas (PCAT):**

\_\_\_\_\_  
Signature of School District’s Board Member

\_\_\_\_\_  
Signature of PCAT Board Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name of PCAT Board Member

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Entity Name (Member)

\_\_\_\_\_  
Date

**Coverage Explanation**

Uninsured/Underinsured Motorist Coverage is available to all Members of the PCAT program. Unlike liability coverage, you do have the option of accepting or rejecting the coverage. Uninsured/Underinsured Motorist Coverage protects you, the District, against loss if you are in an accident with another driver who is at fault and who either does not carry liability coverage (uninsured) or has insufficient limits to cover your loss (underinsured).

Uninsured/Underinsured Motorist Coverage is divided into two parts: bodily injury and property damage. Bodily Injury Coverage is available to pay the medical expenses of your passengers if injured. We provide a maximum limit of coverage on a per person basis and a maximum for any one accident. Property Damage Coverage pays for damages to your vehicles caused by an uninsured or underinsured driver. We provide one limit for each accident for all damages you may suffer.\* In the PCAT Contribution & Coverage Summary, these limits are shown:

Bodily Injury – per person	\$30,000
Bodily Injury – per accident	\$60,000
Property Damage	\$25,000

While liability insurance is mandatory in Texas, if coverage is cancelled or the limits carried are not adequate to cover a loss, you may have no recourse for compensation. For instance, the average cost of a private passenger vehicle is over \$20,000. If involved in an accident that is the other driver’s fault, the damage to the car alone can be substantial, not to mention the injury to your passengers. While UM/UIM is not designed to fully pay for all losses, it can go far to reduce your loss.

**Coverage Rejection**

**Initial applicable item – check marks are not acceptable**



I hereby reject Uninsured / Underinsured Motorist Coverage

I understand that my rejection of these coverages applies to all covered vehicles including any additional or replacement vehicles I may add in the future, and to all subsequent renewals of my coverage, unless I request a change in writing.

**Member Name:** Tornillo ISD

**Member Representative Name (printed)** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Please refer to the PCAT Coverage forms for a complete explanation of all coverage, exclusions, conditions and terms.

**Coverage Explanation**

Medical Payments coverage is designed to cover the reasonable medical and funeral expenses for an occupant of a vehicle involved in an accident. These costs may include doctor visits, hospital visits and/or stays, surgery, x-rays, EMT and ambulance fees, and other similar expenses. Medical Payments coverage applies regardless of who is at fault for the accident and is not mandatory.

Limits for Medical Payments are provided on a per person and per accident basis with several options available:

\$ 1,000 per person	\$ 2,500 per person	\$ 5,000 per person
\$10,000 per accident	\$25,000 per accident	\$50,000 per accident

One important exclusion to this coverage is bodily injury to an employee, arising out of and in the course of employment. The intent of this exclusion is to prevent duplication and overlap with workers compensation coverage.\*

**Coverage Rejection**

**Initial applicable item – check marks are not acceptable**



I hereby reject Medical Payments Coverage

I understand that my rejection of these coverages applies to all covered vehicles including any additional or replacement vehicles I may add in the future, and to all subsequent renewals of my coverage, unless I request a change in writing.

**Member Name:** Tornillo ISD

**Member Representative Name (printed)** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Please refer to the PCAT Coverage forms for a complete explanation of all coverage, exclusions, conditions and terms.

Abuse, harassment, and molestation of any kind is strictly prohibited at \_\_\_\_\_. This includes harassment of an employee to another employee, an employee to a student, a student to an employee, and a student to another student. It is not strictly limited to physical contact and includes, but is not limited to, sexual touching and fondling, exposing children to adult sexual activity or pornographic movies and photographs, have children pose or undress or perform sexual fashion in film, peeping in bathrooms on children, rape or attempted rape of a child.

A copy of the entity’s entire policy on abuse, harassment, and molestation is available on-line and/or at \_\_\_\_\_. A copy of this policy is included in the Student/Parent Handbook and Employee Handbook. Another copy will be provided to any parent, student or employee when requested in writing.

This policy outlines to whom the reporting of suspected abuse, harassment, and molestation should be made. No person is required to directly confront the person who is the source of the report, or complaint before notifying those listed in the policy and procedures. If all other actions fail, you may report potential abuse, harassment, or molestation directly to the School Board.

The policy also specifies that retaliation against any employee, student, or parent who has filed a complaint is strictly prohibited. Any person acting in such a manner will be subject to disciplinary action.

This attestation does not incorporate all facets of the entity’s policies and procedures regarding abuse, molestation, or harassment, but is intended to be a compilation of each.

\_\_\_\_\_  
Signature of Authorized Entity Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

June 26, 2020



TORNILLO ISD  
Attn: ROSA VEGA-BARRIO  
19200 Cobb Avenue  
Tornillo, TX 79853

Re: 2020-2021 TREA RMC Renewal Quote

Dear MS VEGA-BARRIO,

I want to start out by thanking the District for your continued support of the TREA Risk Management Cooperative (RMC). Over the course of this past year, the staff of RMC has worked diligently to make positive changes for the Cooperative, with one of these being the obtaining of a significantly lower deductible structure for all of our Members with minimal increase to the overall cost of coverage. The following bullet points highlight new aspects of the 2020-2021 coverage package.

- Wind and hail deductibles have been cut in half for ALL Members (from 2% to 1%).
- Wind and hail deductible minimums have been significantly lowered for the majority of Members.
- Broadened policy language, with respect to the wind and hail deductibles, lessens the financial exposure for Members.
- No coverage restrictions for single-ply roofs.

It is no secret that the insurance marketplace for schools in Texas is “hardening” at a rapid pace, with what appears to be no end in sight. Costs are going up; deductibles are getting larger; insurance company capacity is tightening; and policy language is becoming more restrictive. RMC staff pushed hard to lessen the impact of each aspect on our Members. Therefore, TREA Risk Management Cooperative is pleased to present the included property and casualty 2020-2021 renewal quote for your district. As you can see, the load of the “hardening” marketplace has been significantly lightened for your district because you are a Member of the Cooperative. We certainly expect that you will find the pricing, terms, and conditions of this renewal offering to be favorable.

Please review the documents in their entirety, and let the RMC staff know if you have any questions or would like to discuss the quotation further.

Thank you for your commitment to TREA Risk Management Cooperative and its Membership. With your continued loyalty, responsible growth of the Cooperative, and the dedication of our new brokers, we are well-positioned for continuing the trend toward more favorable annual renewals. Please contact me if you have any questions. You can reach me via telephone at (254) 485-9633 or email at [sbarnett@txrea.com](mailto:sbarnett@txrea.com).

Sincerely,



Shaun Barnett, Ed.D  
General Manager  
TREA RMC

**TEXAS RURAL EDUCATION ASSOCIATION RISK MANAGEMENT COOPERATIVE  
RENEWAL QUOTE 2020-2021**



**TORNILLO ISD**  
**ATTN: ROSA VEGA-BARRIO**  
 19200 Cobb Avenue  
 Tornillo, TX 79853

**TREA RMC Policy No: 071908**  
**June 26, 2020**

**Coverage Period: 9/1/2020 to 8/31/2021**

**Total Insured Value \$ 48,579,739**

<b>Coverages</b>	<b>Limits</b>	<b>Deductibles</b>	<b>Contributions</b>
<b>Property (Replacement Cost)</b>			<b>\$ 132,331</b>
-Includes Buildings, Personal Property, Auxiliary Structures			
Windstorm and Hail	\$ 100,000,000	1%	
	Deductible is Per Building, Per Occurrence, Subject to \$		50,000 Minimum
All Other Perils	Per Occurrence \$ 100,000,000	\$ 10,000	
Flood	Per Occurrence \$ 25,000,000	\$ 100,000	
Earth Movement	Per Occurrence \$ 25,000,000	\$ 100,000	
<b>Boiler and Machinery</b>	\$ 100,000,000	\$ 5,000	<b>\$ 1,301</b>
<b>Automobile</b>			<b>\$ 0</b>
Auto Liability			
	Per Person \$ 1,000,000	\$ 1,000	
	Per Occurrence \$ 1,000,000	\$ 1,000	
	Property Damage \$ 1,000,000	\$ 1,000	
Auto Physical Damage			
	Comprehensive / Collision - Auto	\$ 1,000	
	Comprehensive / Collision - Bus	\$ 2,500	
	Wind / Hail - 5 or more vehicles per occurrence - Auto	\$ 2,500	
	Wind / Hail - 5 or more vehicles per occurrence - Bus	\$ 5,000	
<b>General Liability</b>		\$ 2,500	<b>\$ 3,745</b>
	Per Occurrence \$ 1,000,000		
	Annual Aggregate \$ 2,000,000		
Employee Benefits Liability	Per Claim	\$ 2,500	
Law Enforcement Liability	Per Occurrence	\$ 10,000	
Sexual Abuse and Molestation	Per Claim	\$ 10,000	
<b>Educators' (School Board) Legal Liability</b>			<b>\$ 4,663</b>
	Per Claim \$ 1,000,000	\$ 5,000	
	Annual Aggregate \$ 2,000,000		
<b>Crime</b>	\$ 1,000,000	\$ 2,500	<b>\$ 2,309</b>
<b>Cyber Liability</b>	\$ 1,000,000	\$ 5,000	<b>\$ 3,045</b>

TEXAS RURAL EDUCATION ASSOCIATION RISK MANAGEMENT COOPERATIVE  
RENEWAL QUOTE 2020-2021



TORNILLO ISD

ATTN: ROSA VEGA-BARRIO  
19200 Cobb Avenue  
Tornillo, TX 79853

TREA RMC Policy No: 071908  
June 26, 2020

Coverage Period: 9/1/2020 to 8/31/2021

TOTAL CONTRIBUTION DUE

**\$ 147,394**

To accept this proposal, please click the following link: [Accept Proposal Online](#)

Please feel free to contact Keri Barnett at [kbarnett@txrea.com](mailto:kbarnett@txrea.com) or your TREA RMC Sales & Support Representative if you have questions.

Full contribution amount is due to TREA RMC by September 20, 2020.





## Tornillo ISD

### Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2020 through August 31, 2021

<b>AUTOMOBILE</b>	Limit	Deductible	Contribution
Automobile Liability \$1,000,000 Combined Single Limit	\$1,000,000	\$1,000	\$6,810
Automobile Physical Damage			\$3,310
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
Catastrophic Automobile Physical Damage	Actual Cash Value	\$10,000	Included

**TOTAL CONTRIBUTION**

\$10,120

*This is not an Invoice.*

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## Conditions

### 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.

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## 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.

**Automobile** - David Solis

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
Automobile					

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**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