



February 6, 2024

Jeff Martello

Galveston ISD

Dear Jeff Martello,

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

The Fund is the oldest and largest governmental risk pool serving public schools and other educational entities in Texas. The Fund is governed by a 19-member board of school trustees, superintendents, and administrators from member districts. The Board ensures the Fund remains financially strong and responsive to member needs.

Fund programs and coverages continue to support the risks shared by Fund members but also reflect the challenging environments that Fund members face today. Highlights of this year's program changes include:

- Significant cost pressures for **Property coverage** continue due to severe and unpredictable weather, increases in the value of covered buildings, and inflationary pressures increasing the cost of claims. The Fund's Board again authorized the use of up to \$12 million of Members' Equity, or fund balance, to mitigate the impact of higher costs to members.
- Members of the **Privacy & Information Security** program continue to improve cyber risk management practices, so the **cyber limit is doubled to \$500,000**, up from \$250,000, this year. To support the increased limit for all Fund members, contributions will increase slightly. To ensure there are no barriers to promptly reporting cyber events, the Fund's coverage program has no deductible for members.
- **Workers' Compensation and Unemployment Compensation rates will remain steady** for most members. Changes in contributions will reflect significant changes in payroll, staffing, or loss histories for some members.
- With claims returning to or exceeding pre-pandemic levels, **Auto and School Liability rates will increase** due to increased claims expenses related to higher costs for legal services and auto repair parts and labor.

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

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

Please note, 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 your partnership with all Fund members. The Fund is proud to be your partner in managing risks and serving the students in your community.

Sincerely,
Rosa Brown
Senior Risk Management 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: 1 (512) 505-2810

CC:

Notification of Coverage Changes and Clarifications

Effective September 1, 2023

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and clarifications for all renewals taking effect on or after September 1, 2023. This document is a summary of changes and clarifications only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

Automobile Liability & Physical Damage Coverage Agreement

- Under Part A, § 3 **Defined Terms**, a new § 3.10 provision was added to define the term “Volunteer.”
- Under Part C, § 9.3 **Supplemental Coverage**, a revision expands coverage to increase rental reimbursement when a private passenger Covered Automobile is stolen to \$50 a day and \$1,500 in total.
- Under Part D, § 21 **Miscellaneous Terms**, a new § 21.2 provision was added to clarify that the member assigns all subrogation-related rights of recovery to the Fund as indicated in the Interlocal Participation Agreement (IPA).

School Liability Coverage Agreement

- Under Part A, § 3.6 **Claim**, a clarification was made that a defined Claim does not include any litigation first filed by the Fund Member (except Individual with Disabilities Education Act appeals). Additionally, a revision was made that there is no coverage for a Claim resulting from litigation by the Fund Member against an otherwise Covered Person. A new § 5.9 **Fund Member versus Covered Person** exclusion was added that indicates the same.
- Under Part A, § 3 **Defined Terms**, a new § 3.13 provision was added to define the term “Volunteer.”
- Under Part F, § 17.4 **No accumulation of limits**, a revision was made that this provision applies to coverage limits only, not coverages. To support this revision, § 20.1 **Multiple lines** was revised to clarify that there is no accumulation or stacking of liability limits.
- Under Part F, § 19.7 **Pollutants**, a clarification was made that excluded pollutants specifically include Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).
- Under Part F, a new § 19.18 provision was added that excludes any Damages or Claim Expense arising from infectious diseases. However, this exclusion does not apply to a Claim arising from a Fund Member’s compliance with governmental health orders, but a sublimit of \$1,000,000 will be added for Damages and Claim Expense for such Claims.
- Under Part F, a new § 19.19 provision was added that excludes any Damages or Claim Expense arising from a cyber privacy or security event or any incident related to electronic data. Please note that the Fund’s Privacy & Information Security Coverage Agreement includes third-party coverage under Part B, § 3.3 Liability for Claims for Data & Network Liability, Regulatory Defense & Penalties, and Payment Card Industry Liabilities & Costs.

Property Coverage Agreement

- Under Part B, § 4 **Payment for Damage**, a revision and clarification were added that the Fund Member must elect to receive repair/replacement cost or actual cash value cost within 90 days of the Fund issuing an initial estimate of Damage.
- Under Part B, § 4.1(E), a new provision was added that requires the Fund Member to promptly submit invoices to the Fund for reimbursement—no later than 90 days from the Fund Member’s payment.
- Under Part C, § 8.4 **Property of others**, a clarification was made that leased portable buildings are not excluded. This clarification follows previous underwriting and claim practice.
- Under Part G, § 14 **No Transfer of Interest**, a revision was made to emphasize the Fund Member’s existing IPA obligations regarding that no assignment is allowed by the Fund Member and that the Fund Member must communicate directly with the Fund and not through third parties.
- Under Part G, a new § 15 provision was added to clarify that the member assigns all subrogation-related rights of recovery to the Fund as indicated in the IPA.
- In addition to the changes to the Coverage Agreement noted above, new terms addressing Limit Elimination have been added to the Property Coverage Provisions in this Contribution & Coverage Summary.

Privacy & Information Security Coverage Agreement

- Under Part C, § 4.29 (A) **Fraudulent Instruction**, a revision was made disallowing the use of or reliance on contact information contained in any payment-related instruction for authentication purposes.
- Under Part E, § 6.2 **Limit per line of sub-line of coverage**, a revision was made reducing **Fraudulent Instruction** limits of liability to \$100,000 from \$250,000.

Violent Act Coverage

- Under § 3.2 (A) **Post Event Emergency Costs**, a clarification was made that overtime pay and temporary staff costs after a Violent Act Event are reimbursable, including overtime pay for staff counselors where permitted.
- Under § 4.6 **Student altercation or suicide**, a clarification was made that coverage is available if any occurrence otherwise qualifies as a Violent Act Event.



Galveston ISD

Contribution & Coverage Summary (CCS) Participation Period: 4/1/2024 through 3/31/2025

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This 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
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$5,000	\$104,086
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$35,263
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$115,201
Privacy & Information Security	\$500,000	\$0	\$8,000
Total Contribution			\$262,550

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.



Galveston ISD

Automobile Coverage Summary Participation Period: 4/1/2024 through 3/31/2025 Total Automobile Contribution: \$139,349

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

Coverage	Limit	Deductible
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$5,000
Automobile Physical Damage - Collision	Actual Cash Value	\$5,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$5,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$50,000

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

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: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'



Galveston ISD

School Liability Coverage Summary Participation Period: 4/1/2024 through 3/31/2025 Total School Liability Contribution: \$115,201

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

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$25,000
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.



Galveston ISD

Privacy & Information Security Coverage Summary Participation Period: 4/1/2024 through 3/31/2025 Total Privacy & Information Security Contribution: \$8,000

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

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$500,000	\$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Liability	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Workers' Compensation	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Auto	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Unemployment Compensation	Jeff Martello	Director of Finance	JeffreyMartello@gisd.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 and the Fund’s corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, 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 Interlocal Participation Agreement outlines the termination-related provisions that govern this CCS. These provisions include that 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 approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



Proof of Auto Liability Coverage

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

Member: **Galveston ISD**
Contract Number: **P084902-2024-001**
Contract Period: **4/1/2024** through **3/31/2025**

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

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



Proof of Auto Liability Coverage

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

Member: **Galveston ISD**
Contract Number: **P084902-2024-001**
Contract Period: **4/1/2024** through **3/31/2025**

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

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

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

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

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

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