



MEMORANDUM
Contracts Department

TO: Dr. Christie Whitbeck
Superintendent of Schools

FROM: Lamanda Nipps, Assistant Director of Contracts

DATE: February 23, 2022

RE: **TASB Risk Fund
Contribution & Coverage Summary
Inter-Local Agreement**

The attached summary with Fort Bend ISD and TASB Risk Fund, outlines, inter local amounts and coverages. The outlined contract has been requested by the Risk Management. For additional questions as it about the scope of service please contact Bridget Chutz Morrison.

The aforementioned was approved by the Board.

The agreement has been reviewed by the Contracts Department and is being provided for your review and signature.

Thank you.

Reviewed by Lamanda Nipps, Assistant Director of Contracts



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

January 24, 2022

Fort Bend ISD

Dear ,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for the 2021–22 coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org. Please note that **coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date**. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

We are also working on an update to the Fund's Interlocal Participation Agreement (IPA). **This update will not change the coverage terms in this renewal proposal**. The IPA serves as the foundation for Fund membership and enables participation in the Fund's programs. The IPA was last updated in 2012. TASB requires all foundational agreements with members to be thoroughly reviewed and refreshed at least every 10 years. We anticipate that the updated Interlocal Participation Agreement will include changes to provisions regarding designation of program coordinators, pre-suit appeal requirements, a requirement for validating Board of Trustee approval of the IPA, and other items. We expect to complete our work later this year or in early 2022. We will send out the new IPA at least 60 days prior to the effective date. You will have the opportunity to review the changes and decide whether you wish to execute the new agreement and continue coverage with the Fund.

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

Sincerely,

Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:
Bridget Chustz-Morrison



Fort Bend ISD

Contribution & Coverage Summary (CCS) Participation Period: 3/1/2022 through 2/28/2023

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

Coverage	Limit	Deductible	Contribution
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$10,000	\$199,481
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$67,216
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$307,007
Privacy & Information Security	\$1,000,000	\$0	\$62,898
Violent Acts	\$250,000	\$0	No Cost
Total Contribution			\$636,602

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.



Fort Bend ISD

Automobile Coverage Summary Participation Period: 3/1/2022 through 2/28/2023 Total Automobile Contribution: \$266,697

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

Coverage	Limit	Deductible
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$10,000
Automobile Physical Damage - Collision	Actual Cash Value	\$10,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$10,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$500,000

Excluded Vehicles

VIN	Year	Make	Model/Description	Exclusion

None

Automobile Terms & Conditions

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members' property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: The Fund extends coverage for all Fund Member Covered Automobiles. Vehicles listed are excluded from Automobile Liability, Comprehensive, or Comprehensive coverage as noted under 'Exclusion'.



Fort Bend ISD

School Liability Coverage Summary Participation Period: 3/1/2022 through 2/28/2023 Total School Liability Contribution: \$307,007

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

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$2,000,000 Maximum Annual Aggregate	\$2,000,000	\$25,000
General Liability	\$2,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Conditions

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Fund Member have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.



Fort Bend ISD

Privacy & Information Security Coverage Summary
Participation Period: 3/1/2022 through 2/28/2023
Total Privacy & Information Security Contribution: \$62,898

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

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$1,000,000	\$0

Privacy & Information Security Conditions

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



Program Coordinators

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

Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Workers' Compensation	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@fortbendis d.com
TASB Risk Management Fund-Liability	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@fortbendis d.com
TASB Risk Management Fund-Auto	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@fortbendis d.com
TASB Risk Management Fund-Unemployment Compensation	Glenda Johnson	Executive Director of Human Resources Talent Exper	glenda.johnson@fortbendis d.com

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 Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.


Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (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.

DocuSigned by:

C8698EE21E8340D

Authorized Signature

February 24, 2022 | 2:50 PM CST

Date

Dr Christie Whitbeck

Printed Name

Superintendent

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: **Fort Bend ISD**
Contract Number: **P079907-2022-005**
Contract Period: **3/1/2022** through **2/28/2023**

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.



Proof of Auto Liability Coverage

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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.

Certificate Of Completion

Envelope Id: 2F9AB6BC7CD34B999AB751F736DD733C	Status: Completed
Subject: Please DocuSign: Contribution and Coverage Summary _ TASB Risk Fund	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lamanda Nipps
Time Zone: (UTC-06:00) Central Time (US & Canada)	16431 Lexington Blvd.
	Sugar Land, TX 77479
	Lamanda.Nipps@fortbendisd.com
	IP Address: 209.34.56.108

Record Tracking

Status: Original	Holder: Lamanda Nipps	Location: DocuSign
2/23/2022 1:54:12 PM	Lamanda.Nipps@fortbendisd.com	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fort Bend Independent School District	Location: DocuSign

Signer Events

Christie Whitbeck
 christie.whitbeck@fortbendisd.com
 Superintendent
 Fort Bend Independent School District
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C8698EE21E8340D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.72.83.94

Timestamp

Sent: 2/23/2022 2:47:18 PM
 Viewed: 2/24/2022 2:50:00 PM
 Signed: 2/24/2022 2:50:12 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/15/2021 12:06:06 PM
 ID: e835325a-a738-45db-a993-275626b6ab73

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jessilyn Allen
 Jessilyn.Allen@fortbendisd.com
 Security Level: Email, Account Authentication (None)

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Sent: 2/23/2022 2:47:17 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angela Forney
 Angela.Forney@fortbendisd.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/24/2022 2:50:13 PM
 Viewed: 2/24/2022 2:50:52 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Bridget Chustz Morrison Bridget.Chustzmorrison@fortbendisd.com B Morrison Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/24/2022 2:50:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/23/2022 2:47:18 PM
Certified Delivered	Security Checked	2/24/2022 2:50:00 PM
Signing Complete	Security Checked	2/24/2022 2:50:12 PM
Completed	Security Checked	2/24/2022 2:50:14 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fort Bend Independent School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fort Bend Independent School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: brenda.essenburg@fortbendisd.com

To advise Fort Bend Independent School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at brenda.essenburg@fortbendisd.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Fort Bend Independent School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fort Bend Independent School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fort Bend Independent School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fort Bend Independent School District during the course of your relationship with Fort Bend Independent School District.