



January 10, 2023

Bridget Chustz-Morrison

Fort Bend ISD

Dear Bridget Chustz-Morrison,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

**We are pleased to provide you with a renewal proposal for the 2022–23 coverage term.** This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory.

Please carefully review all terms and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary and returning it by email to me or to [TASBRMF@tasbrmf.org](mailto: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 Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want 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 the renewal proposal or any aspect of your Fund membership, please contact Rosa Brown or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

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

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, 2022**

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, 2022. 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).

- No changes were made to the Automobile Liability & Physical Damage, Privacy & Information Security, or Violent Act coverage agreements.

### **Property Coverage Agreement**

- Under Part B, § 4 **Payment for Damage**, language was added noting that when a Fund Member fails to timely elect a settlement option indicated in § 4, the member will be paid for the actual cash value (ACV) of the Covered Property as described in § 4.2.
- Under Part C, § 7.2 **Code compliance**, a clarification was added that the supplemental coverage applies to building or construction rules.
- Under Part C, § 9 **Excluded Loss**, clarifications were made allowing coverage for ensuing Loss (§§ 9.1, 9.15, 9.17, and 9.18) or further Loss (§ 9.5) when an exclusion otherwise applies.
- Under Part G, § 14 **No Transfer of Interest**, new language clarifies that the Fund Member may not transfer any interest in a Loss, payment for Loss, or claim for Loss to any third party. Additionally, the Fund Member granting an interest in the Loss to a third party suspends the Fund's obligation to make any further payment for the Loss.
- Under Part G, § 24 **Waiver and Estoppel**, a new provision is added to ensure that the parties to the agreement can enforce its contractual provisions. This addition aligns the Property Coverage Agreement with the amended Interlocal Participation Agreement that went into effect for all Fund members on May 1, 2022.

In addition to the changes to the Property Coverage Agreement described above, the Property Coverage Summary in the CCS is updated with a **Weather Perils** Limit and Deductible, which replaces Wind, Hail, and (non-coastal) Hurricane limits and deductibles. This change expands the perils to which the higher deductible applies to include convective storms and freezing temperatures. A definition of **Weather Perils** is added to the CCS.

### **School Liability Coverage Agreement**

- Under Part A, § 3.1 **Covered Person**, a clarification was made regarding when a Fund Member student meets the Covered Person definition.
- Under Part B, § 4.1 **Grant of coverage for reported Claims**, a revision emphasizes that coverage is for reported Claims first made against the Covered Person *during the Participation Period*.





## Fort Bend ISD

### Contribution & Coverage Summary (CCS) Participation Period: 3/1/2023 through 2/29/2024

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	\$255,832
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$112,685
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$306,255
Privacy & Information Security	\$1,000,000	\$0	\$80,509
Violent Acts	\$250,000	\$0	No Cost
<b>Total Contribution</b>			<b>\$755,281</b>

**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: 3/1/2023 through 2/29/2024 Total Automobile Contribution: \$368,517

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: 3/1/2023 through 2/29/2024**  
**Total School Liability Contribution: \$306,255**

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
<b>Professional Legal Liability</b> Subject to \$2,000,000 Maximum Annual Aggregate	\$2,000,000	\$25,000
<b>General Liability</b>	\$2,000,000	\$0
<b>Employee Benefits Liability</b>	\$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: 3/1/2023 through 2/29/2024 Total Privacy & Information Security Contribution: \$80,509

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 RMF- Unemployment Compensation	Glenda Johnson	Chief Human Resources Officer	glenda.johnson@fortbendisd.com
TASB RMF-Workers' Compensation	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@fortbendis d.com
TASB RMF-Auto	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@fortbendis d.com
TASB RMF-Liability	Bridget Chustz-Morrison	Director Risk Management	bridget.chustzmorrison@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](mailto: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.

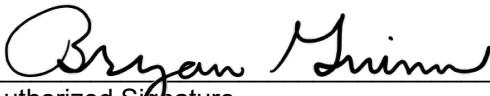
**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

**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.


  
\_\_\_\_\_  
Authorized Signature

1/18/2022  
\_\_\_\_\_  
Date

Bryan Guinn  
\_\_\_\_\_  
Printed Name

Chief Financial Officer  
\_\_\_\_\_  
Title

Ratified by:

DocuSigned by:  
  
C8698EE21E8340D...  
Dr Christie Whitbeck Superintendent



**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: **P079907-2023-001**  
Contract Period: **3/1/2023** through **2/29/2024**

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.



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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: 02601733E4AF498695E2DA003311F130	Status: Completed
Subject: Complete with DocuSign: Partially Executed Agreement _ TASB Fort Bend ISD	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld 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
1/18/2023 4:54:13 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**

Dr 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: 1/18/2023 4:58:15 PM  
 Viewed: 1/18/2023 6:37:57 PM  
 Signed: 1/18/2023 6:38:03 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**

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

**COPIED**

Sent: 1/18/2023 6:38:04 PM  
 Viewed: 1/19/2023 9:53:15 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	1/18/2023 4:58:15 PM
Certified Delivered	Security Checked	1/18/2023 6:37:57 PM
Signing Complete	Security Checked	1/18/2023 6:38:03 PM
Completed	Security Checked	1/18/2023 6:38:04 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **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](mailto: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](mailto: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](mailto: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](mailto: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.