

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay System Maintenance

Fort Bend ISD • February 5, 2021

1. Scope of Work

TASB provides pay system maintenance service to districts for whom we have developed a new pay plan or who have used our service in the past. TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of key benchmark jobs in the local job market;
3. Adjust pay structures to maintain district's competitive position;
4. Calculate individual employee pay adjustments and cost estimates based on district specifications;
5. Recommend special adjustments for resolution of pay problems;
6. Review a preliminary draft of findings and recommendations with district leaders;
7. Document and present a final report of findings and recommendations; and
8. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$12,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the district upon completion of services.

3. Schedule

May 2021 will be targeted for delivery of a draft report, after beginning in March 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the district within the timeframe specified in the data request.

4. Term of Agreement

This Agreement is effective upon the District's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

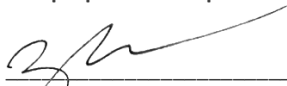
5. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

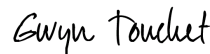
6. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the District will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

This proposal will expire on February 19, 2021.



Amy Campbell
Director, HR Services



Signature of Authorized Official

Pending

Purchase Order Number

March 5, 2021 | 3:24 PM CST

Date Approved

REVIEWED
By RandoKat at 11:34 am, Dec 04, 2020



HRServices

Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards Hx Serv^{ces} ("Contractor"), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or

None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor's employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

10/21/2019
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

IF NO CONFLICT OF INTEREST EXISTS, CHECK HERE AND SIGN BELOW

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

es


B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

es

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

es

D. Describe each employment or business relationship with the local government officer named in this section.



Signature of person doing business with the governmental entity
Texas Association of School Boards H&E Services

Name of Company/Business

10/21/2019

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Texas Association of School Boards Hrs Services

Authorized Company Official's Name (Printed): Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: [Signature]

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

EXHIBIT ____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards Inc Services

Signature of Company Official: 

Date Signed: 10/21/2019

Printed name of company official signing above: Amy Campbell

Relationships with Foreign Entities

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Texas Association of School Boards (TASB)

Name of Vendor ("Contractor")

12007 Research Blvd. *Austin* *TX* *78759*
Mailing Address City State Zip

Amy Campbell *Director, HR Services*
Prepared by Title

[Signature] *10/21/2019*
Signature Date

Certificate Of Completion

| | |
|---|-------------------------------|
| Envelope Id: 6E28F76C80D24FBCAE494F749BBA7E6B | Status: Completed |
| Subject: Please Close 2020-21-1059 TASB HR | |
| Source Envelope: 7305075F5FAD47E6A7A4913230DFB8CF | |
| Document Pages: 6 | Signatures: 0 |
| Certificate Pages: 1 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Lamanda Nipps |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | Lamanda.Nipps@fortbendisd.com |
| | IP Address: 12.238.50.108 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Lamanda Nipps | Location: DocuSign |
| 4/5/2021 3:33:47 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 | Signature | Timestamp |
|----------------------|------------------|------------------|

| | | |
|--------------------------------|------------------|------------------|
| 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 | COPIED | Sent: 4/5/2021 3:35:00 PM |
| Angela.Forney@fortbendisd.com | | Viewed: 4/6/2021 11:47:57 AM |

Security Level: Email, Account Authentication (None)

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 | 4/5/2021 3:35:00 PM |
| Certified Delivered | Security Checked | 4/5/2021 3:35:00 PM |
| Signing Complete | Security Checked | 4/5/2021 3:35:00 PM |
| Completed | Security Checked | 4/5/2021 3:35:00 PM |

| | | |
|-----------------------|---------------|-------------------|
| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Review

Fort Bend ISD • September 18, 2019

1. Scope of Work

TASB will evaluate district pay systems and practices and develop strategies and implementation plans to achieve district goals. The scope of work will include the auxiliary and administrative support pay structures only. Pay for other job groups and extracurricular duty assignments are not included in the scope of this review.

TASB deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position in the local job market;
3. Build or adjust pay structures aligned with market rates;
4. Develop implementation models with cost estimates for pay adjustments;
5. Advise in the development of administrative regulations and processes;
6. Review a preliminary draft of findings and recommendations with district leaders; and
7. Document and present a final report of findings and recommendations.

2. Cost

\$25,000 consulting fee plus reimbursement of travel expenses.

3. Schedule

TASB will schedule this project to begin in November 2019 and be delivered in March 2020. To meet this delivery schedule TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the district.

4. Term of Agreement

This Agreement is effective upon the District's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

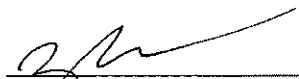
5. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

6. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the District will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

This proposal will expire on October 16, 2019.



 Amy Campbell
 Director, HR Services



 Signature of Authorized Official

Purchase Order Number

Date Approved

REVIEWED
 By RandoKata at 9:20 am, Sep 18, 2019



Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards HZ Sem 7⁰⁰ ("Contractor"), I certify that
[check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or

None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

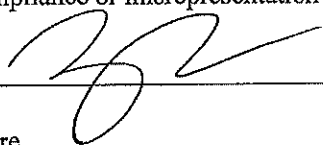
Or

Some or all of Contractor's employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature



Date

10/21/2019

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

IF NO CONFLICT OF INTEREST EXISTS, CHECK HERE AND SIGN BELOW

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Texas Association of School Boards HR Services

Name of Company/Business

10/21/2019

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Texas Association of School Boards Hx Services

Authorized Company Official's Name (Printed):

Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Company Official:

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

EXHIBIT ___

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards Inc Services

Signature of Company Official: 

Date Signed: 10/21/2019

Printed name of company official signing above: Amy Campbell

Relationships with Foreign Entities

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

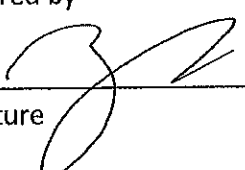
In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Texas Association of School Boards HR Services
Name of Vendor ("Contractor")

12007 Research Blvd. Austin, TX 78759
Mailing Address City State Zip

Amy Campbell Director, HR Services
Prepared by Title

 10/21/2019
Signature Date



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222
12007 Research Blvd. • Austin, Texas 78759-2439 • tasb.org

Serving Texas Schools Since 1949

2019-20-0951

September 16, 2019

Ft. Bend ISD
Attn: Dr. Joe Rodriguez
16431 Lexington Blvd.
Ft. Bend, TX 77479-2308

Dear Dr. Rodriguez,


Thank you for requesting the TASB Leadership Team Services to assist the Ft. Bend ISD Central office and District Administrators with their training session. A session, facilitated by Kay Douglas is scheduled for September 24, 2019 at the James Reese CTE Center.

The fee for this session will be \$900 plus travel and expenses. You will receive an invoice *following* the session.

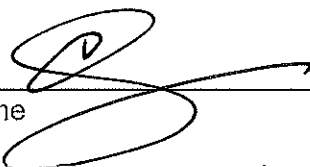
Please see the attached sheet for information on rescheduling/cancellation policy.

If this proposal meets with your approval, please return the signed copy of this letter via email or fax it to 512-467-3599.

Sincerely,


Phil Gore
Director
Leadership Team Services

Accepted by:



Name

Superintendent, Fort Bend ISD

Title

this 3 day of October, 2019.

Enclosure

Cancellation Policy

TASB will make every effort to accommodate schedule changes initiated by the district. However, in an effort to ensure that our services are available to all members who need them, the following cancellation provisions will apply:

If the district cancels the session more than 36 hours before the start of the session, the district will be billed for any actual travel expenses incurred by TASB in the district's behalf. Travel expenses may include the purchase of nonrefundable airline tickets unless the district has requested in writing that TASB not purchase nonrefundable tickets.

If the district cancels the session within 36 hours of the start of the session, the district will be charged the full fee plus any actual travel expenses that TASB has incurred in the district's behalf. If the district reschedules the session, within two weeks of cancellation, for a later time, TASB will apply half of the cancellation fee toward its charges for the rescheduled session.



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222
12007 Research Blvd. • Austin, Texas 78759-2439 • tasb.org

Serving Texas Schools Since 1949

October 21, 2019

Ft. Bend ISD
Attn: Dr. Joe Rodriguez
16431 Lexington Blvd.
Ft. Bend, TX 77479-2308

Dear Dr. Rodriguez,

Thank you for requesting the TASB Leadership Team Services to assist Ft. Bend ISD Central office and District Administrators with their training session. A session, facilitated by Kay Douglas is scheduled for 11/5/19 at the James Reese CTE Center.

The fee for this session will be \$900 plus travel and expenses. You will receive an invoice following the session.

Please see the attached sheet for information on rescheduling/cancellation policy.

If this proposal meets with your approval, please return the signed copy of this letter via email or fax it to 512-467-3599.

Sincerely,

Accepted by:

Phil Gore
Director
Leadership Team Services

Name: Joe Rodriguez, Ed.D.
Chief of Schools
Title

this 08 day of November, 2019.
8cb

Enclosure

Cancellation Policy

TASB will make every effort to accommodate schedule changes initiated by the district. However, in an effort to ensure that our services are available to all members who need them, the following cancellation provisions will apply:

If the district cancels the session more than 36 hours before the start of the session, the district will be billed for any actual travel expenses incurred by TASB in the district's behalf. Travel expenses may include the purchase of nonrefundable airline tickets unless the district has requested in writing that TASB not purchase nonrefundable tickets.

If the district cancels the session within 36 hours of the start of the session, the district will be charged the full fee plus any actual travel expenses that TASB has incurred in the district's behalf. If the district reschedules the session, within two weeks of cancellation, for a later time, TASB will apply half of the cancellation fee toward its charges for the rescheduled session.

Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards H2 Serv¹⁰⁰ ("Contractor"), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or

None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor's employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

IF NO CONFLICT OF INTEREST EXISTS, CHECK HERE AND SIGN BELOW

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Texas Association of School Boards HR Services

Name of Company/Business

10/21/2019

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Texas Association of School Boards Hx services

Authorized Company Official's Name (Printed): Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: [Signature]

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

EXHIBIT ____

SUSPENSION AND DEBARMENT CERTIFICATION

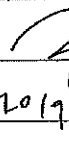
Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards Inc Services

Signature of Company Official: 

Date Signed: 10/21/2017

Printed name of company official signing above: Amy Campbell

BoardBook Premier™ Subscription Agreement

This BoardBook Premier™ Subscription Agreement (“Agreement”) is by and between the Texas Association of School Boards, Inc. (“TASB” or “Supplier”) and the below-named customer (“Subscriber”). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions** (v.TASB.05/01/2020), attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

ORDER FORM

BoardBook™ Premier Product Level

Written product subscription is attached or available upon request.

Tier 1

Initial Term^(a)

Actual Dates

Initial Term Cost^(b)

USD

\$

Renewal Term^(a)

Month/Day –Month/Day

9/1/2020 – 8/31/2021

Renewal Term Cost^(b)

USD

\$1,250

^(a) A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber’s migration from BoardBook Classic™ to BoardBook Premier™. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.

^(b) Unless otherwise extended in writing by TASB, price quotes will expire after 90 days if not accepted.

Subscriber Coordinator Information

Fort Bend Independent School District

Name: Gary Rosier

Title: Executive Assistant to the Board of Trustees

Phone: 281-634-1008

Email: Garrett.Rosier@fortbendisd.com

Subscriber Billing Information

Fort Bend Independent School District

Name: Latrell Franklin

Title: Director of Accounts Payable and Fixed Assets

Address: 16437 Lexington Blvd, Sugar Land, TX 77479

Phone: 281-634-1050

Email: AccountsPayable.Invoices@fortbendisd.com

The undersigned parties accept and agree to be legally bound by the entire BoardBook Premier™ Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement. If Subscriber is eligible for Active, Associate, or Affiliate Membership within TASB, membership is a condition precedent to entering into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by

Subscriber will be deemed void and unenforceable. Subscriber’s payment and use of the product will be treated as acceptance of this Agreement if the Agreement has not been fully signed by the parties.

ACCEPTANCE BY SUBSCRIBER:

Subscriber Entity: MJP Fort Bend ISD

Authorized Signature: Mitzi Patin

Printed Name: Mitzi Patin

Title: Executive Director Information Systems

Date: November 19, 2020 | 3:20 PM PST

Purchase Order Number (optional): _____

TASB Member? (Active/Associate/Affiliate) Yes or No

Governmental entity? Yes or No Sales Tax Exempt? Yes or No

If yes, provide a copy of your Sales Tax Exemption Certificate. Will be attached as a separate file

(Note: Nebraska, Oklahoma, South Dakota, and Tennessee customers will be referred to the appropriate supplier.)

ACCEPTANCE BY SUPPLIER:

Texas Association of School Boards, Inc.



Dianne Gorvin
Director, BoardBook Division

11/20/2020

Date

Signed Order Form may be returned by:

Email: boardbook@boardbook.org
Fax: 512.467.3658
U.S. Mail: Texas Association of School Boards
Attn: BoardBook
P.O. Box 400
Austin, TX 78767-0400

Exhibit A — BoardBook Premier™ General Terms and Conditions

WHEREAS, the Texas Association of School Boards, Inc. (“**TASB**” or “**Supplier**”) is the lead supplier of BoardBook® services, including BoardBook Premier™, (collectively “**BoardBook**”) and makes BoardBook available under these General Terms and Conditions (the “**GTC**”); and

WHEREAS, customer (“**Subscriber**”) accepts the GTC as evidenced through its execution of the BoardBook Premier™ Subscription Agreement (“**Agreement**”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, TASB and Subscriber (also referred to as “party” or “parties”) agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

3. Intellectual Property.

(a) Except for the limited access and use rights granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook® and BoardBook Premier™ trademarks, service marks, tradenames or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively the “**BoardBook IP**”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as provided through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, Supplier shall not be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Supplier will not be responsible for supporting non-BoardBook software applications installed on Subscriber’s computers or network. In the

event that Subscriber requires legal advice on any issue, including but not limited to the content of meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

5. Subscriber Data.

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber (“**Subscriber Data**”). Depending on the BoardBook subscription Subscriber Data may include, but is not limited to, (i) account credential information (e.g., email addresses, etc.); (ii) meeting agendas, minutes, supporting documents, and resource files; and (iii) policies, procedures, manuals, or similar content. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) Nothing in this Agreement grants Supplier any proprietary rights to Subscriber Data, except that Subscriber hereby grants Supplier a royalty-free, perpetual, irrevocable, and non-exclusive right and license, under its rights in the Subscriber Data, to use, copy, modify, display, archive, store, publish, transmit, distribute, and reproduce, and to create derivative works from, any and all Subscriber Data for the limited purpose of carrying out their duties under this Agreement. Moreover, as to Subscriber Data posted on BoardBook platforms that are open to the general public, Supplier may access and use such content for any and all legitimate business purposes, subject to any copyright or other legal restrictions related thereto. It is understood that any access and use of public-facing Subscriber Data shall be at Supplier’s sole risk and that Subscriber shall not be held responsible for Supplier’s use thereof.

(c) BoardBook is not intended to serve as Subscriber’s permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

6. Confidentiality.

(a) Except as otherwise provided in this Agreement, Supplier agrees to treat Subscriber Data as Subscriber’s proprietary confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP as Supplier’s proprietary confidential information. Notwithstanding the foregoing, either party may disclose the other party’s confidential information (the “source party”) where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the source party with advance written notice when legally possible, such that the source party is afforded the opportunity to pursue its legal rights.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the source party. Therefore, in the event of breach, it is agreed that the source party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

7. Account Use/Operation.

(a) Account access to BoardBook is limited to Subscriber's authorized users in accordance with the product subscription. (Authorized users have log-in credentials.) Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Subscriber is responsible for ensuring that its authorized users comply with all terms and conditions of this Agreement. Upon request of Supplier, Subscriber will designate a primary account contact and will notify Supplier of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. It is also Subscriber's sole obligation under this Agreement to ensure that it has all legal rights and permissions required to upload, store, copy, and display Subscriber Data in BoardBook and that Subscriber Data is accurate and complete. Subscriber is solely responsible for determining who has access to view, copy, download, or otherwise access Subscriber Data and for managing rights to access Subscriber Data, including account-level access credentials. Supplier is not responsible or liable to any third party for the content or accuracy of any Subscriber Data posted or stored by or through Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights, including copyrights, of others; (iii) contains an image, likeness, or audio or visual recording of an individual without permission to do so, or that violates any privacy rights of any individual; (iv) contains software viruses or any other codes, files, or programs designed to damage or disrupt any software, hardware, or equipment; or (v) otherwise gives rise to civil or criminal liability. Supplier shall have the right to immediately suspend account access, without right of partial refund, if it determines this provision of the Agreement has been breached. Consistent with its rights and responsibilities under the Digital Millennium Copyright Act, Supplier hereby provides notice that it maintains the right to suspend or terminate the BoardBook account of any repeat infringer.

8. Representations/Warranties.

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitations on Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10. Term/Termination.

(a) The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or TASB may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal.

(b) Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term for convenience, no prorated refund shall be due. If Subscriber is eligible for TASB membership and fails to timely renew its TASB membership, TASB may treat such failure as a material breach of obligation and immediately terminate this Agreement without any right of refund. Either party may terminate this Agreement due to the other party's material breach of obligation under this Agreement and seek any and all remedies allowed by law, consistent with this Agreement. No party will be liable for delays or failures in performance resulting from causes beyond the reasonable and foreseeable control of that party, including but not limited to acts of God, epidemics, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, or utility failures.

(c) Upon the termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

11. Governing Law. This Agreement is governed by the laws of Texas, without regard to conflict of laws provisions thereof.

12. Third-Parties/Relationships. Subscriber agrees that Supplier's third-party developer(s) or sub-suppliers of the BoardBook IP are third-party beneficiaries to this Agreement, as it applies to the BoardBook IP, and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

13. Headings. Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

14. Entire Agreement. Use of BoardBook, including the BoardBook website, is subject to compliance with all privacy and security policies, service level agreements, and other terms and conditions posted on the BoardBook website or otherwise made available to Subscriber in writing ("**Additional Terms**"); provided, however, that any such Additional Terms cannot diminish or conflict with the protections afforded to Subscriber in this Agreement. In the event of any conflict or inconsistency among the provisions of the Order Form, GTC, Additional Terms, or any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are

superseded by said Agreement. If Subscriber is converting from BoardBook Classic™ to BoardBook Premier™, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. **Amendments.** Supplier may amend or replace the terms of the Agreement, including pricing and the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. **Notices.** Any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective party. Unless otherwise directed in writing, formal notice to Subscriber shall be sent to the person at the address identified on the Order Form. Formal notice for Supplier shall be sent to the Texas Association of School Boards, Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—



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

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.

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) | COPIED | 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 |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| 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 |
|----------------|--------|------------|
|----------------|--------|------------|

| 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

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.



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

April 28, 2022

Bridget Chustz-Morrison

Fort Bend ISD

Dear Bridget Chustz-Morrison,

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 your next 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 Rosa Brown or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Finally, please note that on March 1, 2022, the Fund's amended Interlocal Participation Agreement (IPA) was emailed to your organization's superintendent or chief executive as well as to designated Fund Program Contacts. The IPA serves as the foundational agreement by which eligible organizations join the Fund and was last updated in 2012. The amended IPA went into effect on May 1, 2022, and governs membership in all Fund programs, including the coverage in this renewal proposal.

If your organization has already returned an executed IPA, no further action is required. If you have not returned an executed IPA and plan to renew coverage with the Fund, you must return an executed IPA in conjunction with accepting this renewal proposal. The IPA must be approved by action of your Board of Trustees as required by Chapter 791 of the Texas Government Code. Please contact Rosa Brown if you have questions about the IPA.

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: 512.467.3699

CC:



Fort Bend ISD

Workers' Compensation—Administrative Services Only (ASO) Participation Period: 7/1/2022 through 6/30/2023

The following is a summary of the charges, fees, and terms of participation in the Workers' Compensation—Administrative Services Only program.

| Administrative & Other Annual Fees | Amount | |
|---|---------------|----------|
| General Administrative Services | \$9,600 | Annually |
| Actuarial Services | \$4,500 | Annually |
| Loss Prevention Services | \$6,000 | Annually |
| Document Storage | \$852 | Annually |

| Claim Fees | Amount | |
|-----------------------|---------------|-----------|
| New Indemnity Claim | \$775 | Per claim |
| New Medical Claim | \$150 | Per claim |
| New Record Only Claim | \$20 | Per claim |

| Allocated Claim & Cost Containment Fees | Amount | |
|--|------------------------------------|--------------------------------------|
| Bill Review | \$9 | Per bill |
| Pre-Authorization (RN) | \$85 | Per pre-authorization |
| Pre-Authorization (Physician) | \$85 | Per pre-authorization + time/expense |
| External Case Management (ECM) | \$90 | Per hour |
| ECM Travel & Wait Time | \$40 | Per hour |
| Peer Review by Physician Advisor | Time & Expense | |
| BRC, CCH, and SOAH and other regulatory representation | Prevailing judicial rates | |
| Subrogation Services | Included | |
| Subrogation Recovery | 33% of recovery plus attorney fees | |
| External Investigations | At cost | |
| Legal Fees (regulated by DWC) | Per attorney rates | |

| Seasonal Benefit Adjustments | | |
|---|--------------|--------------|
| Self-insured Fund Members may elect to adjust weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer break. You have elected to stop/reduce TIBS during the break periods noted below. Please alert the Fund if you would like to modify your seasonal benefit adjustment periods. Common break periods are Thanksgiving, Winter Break, and Spring Break. | | |
| Thanksgiving Break | Winter Break | Spring Break |



Workers' Compensation—Administrative Services Only Terms & Conditions

Claim and Cost Containment Fees: The majority of claims administrative costs are included in claims administrative fees. Fees not included are allocated to the claim file and are passed through at prevailing rates.

Indemnity Claim: An injury where the employee has experienced more than seven days of compensable lost time, reduced wages for more than one week, incurred substantial medical treatment, claim compensability is questionable, involves subrogation, or involves an occupational illness, even if the employee has not missed any time from work.

Medical Claim: An injury requiring minor medical treatment and no more than seven days of compensable lost time.

Record Only Claim: An injury or incident without lost time requiring no medical treatment.

Run-In Claims: Run-In Claims are existing claims carried over from a previous claims administrator and transferred to the Fund for administration. Allocated claim and cost containment fees apply as shown above to any claims transferred to and administered by the Fund from a previous claims administrator as "run-in" claims during this or any previous Participation Period.

Loss Prevention Services: Loss Prevention Services include a customized service plan, safety consultations and loss history reviews, safety training and presentations, hazard and exposure surveys of facilities and work areas. Annual fees for Loss Prevention Services are based on Fund member size, number of campuses, average claim levels, and estimated consultant activity.

Actuarial Services: If elected, the Fund will provide an actuarial report estimating the Fund Member's outstanding workers' compensation loss and allocated loss adjustment expense (ALAE) reserves to coincide with the Participation Period or the Fund Member's fiscal year. The report will be prepared by a Member of the American Academy of Actuaries (MAAA) qualified to issue an actuarial opinion.

Stop Loss Coverage: Fund Member will obtain its own stop loss coverage. The Fund may assist the Fund Member with stop loss placement, if requested. The Fund Member will reimburse the Fund for any stop loss premium payments made on behalf of the Fund Member within 30 days of receipt of an invoice. Stop loss premiums and coverage terms will be determined by the stop loss carrier and are not guaranteed by the Fund.

Claims Reporting: Fund Member will timely provide to the Fund all reports and filings required of an employer by the laws and regulations dealing with workers' compensation coverage as defined in the Texas Workers' Compensation Act (the Act). Any fines levied against the Fund for Fund Member's failure to comply with rules and regulations in the Act will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs.

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Contribution & Coverage Summary (CCS) will be as defined in the Act. The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Subrogation: The Fund will provide subrogation recovery services to Fund Member. Fund Member will be entitled to recovered amounts, less applicable attorney fees, and retains the right of final litigation-related settlement decisions, including subrogation.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.



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. In addition to the Program Coordinator, the Fund Member may designate a Claims Contact and a Billing Contact for this program. Below are the current Coordinator and Contacts associated with the Fund Member's participation in the Workers' Compensation—Administrative Services Only program. If a Coordinator's or Contact's name and e-mail address are not listed or need to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators & Contacts

| Role | Name | Title | E-mail |
|-----------------|-------------------------|--------------------------|--|
| Coordinator | Bridget Chustz-Morrison | Director Risk Management | bridget.chustzmorrison@fortbendis.com |
| Claims Contact | Anita Bertucci | Workers' Comp Specialist | anita.bertucci@fortbendis.com |
| Billing Contact | | | |

Program Coordinator & Contact Updates

| Role | Name | Title | E-mail |
|-----------------|------|-------|--------|
| Coordinator | | | |
| Claims Contact | | | |
| Billing Contact | | | |

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

Self-Insured: The Fund member self-insures its workers' compensation risk exposure. The Fund provides claims administration services only and extends no coverage for the Fund Members' workers' compensation obligations under the Act.

Payment: The Fund Member agrees to pay each month an amount equal to the actual paid workers' compensation claim amounts from the previous month. The Fund Member also agrees to pay the Fund each month claims fees and administrative charges as shown in this CCS. The claim fee is applicable to each claim reported and will be assigned based on the claim type (Indemnity, Medical, Record Only). The Fund Member agrees to pay these amounts upon receipt of an invoice. All payments by the Fund Member will be made through an ACH transfer.


Claims will only be administered while the Fund Member participates in the Workers' Compensation—Administrative Services Only program. Fund Member agrees to reimburse the Fund for all workers' compensation claims paid on the Fund Member's behalf up to the time all workers' compensation files are successfully transferred to the Fund Member or their designee with a transfer release.

Termination: The Fund will administer all claims while Fund Member participates in the Fund's Workers' Compensation—Administrative Services Only program. If Fund Member ceases to participate in the program, the Fund will transfer all claim files to the Fund Member or designee. The Fund is not responsible for any claims administration after 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 and agree to this CCS and the Interlocal Participation Agreement.

DocuSigned by:

21CC6D7E0A654E8...
Authorized Signature

June 2, 2022 | 8:32 AM CDT
Date

Bryan Guinn
Printed Name

CFO
Title

Certificate Of Completion

| | |
|--|-------------------------------|
| Envelope Id: 579D63987623460EA9C63759DA24554F | Status: Completed |
| Subject: Please DocuSign: FBISD ASO Renewal Form.pdf | |
| Source Envelope: | |
| Document Pages: 6 | 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: 199.72.83.108 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Lamanda Nipps | Location: DocuSign |
| 6/1/2022 2:27:32 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

Bryan Guinn
 Bryan.Guinn@fortbendisd.com
 CFO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 21CC6D7E048F4E6...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 Bryan.Guinn@fortbendisd.com
 Using IP Address: 199.72.83.94

Timestamp

Sent: 6/1/2022 2:28:56 PM
 Viewed: 6/2/2022 8:32:08 AM
 Signed: 6/2/2022 8:32:20 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2022 8:32:08 AM
 ID: 5d5776cc-c4d6-436a-af51-5b337238acff

| 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 |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| | | |
|--|---------------|--|
| Nan Stout nan.stout@fortbendisd.com Security Level: Email, Account Authentication (None) | COPIED | Sent: 6/1/2022 2:28:56 PM Viewed: 6/1/2022 2:39:58 PM |
|--|---------------|--|

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| | | |
|--|---------------|--|
| Angela Forney Angela.Forney@fortbendisd.com Security Level: Email, Account Authentication (None) | COPIED | Sent: 6/2/2022 8:32:21 AM Viewed: 6/2/2022 9:39:44 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 | 6/1/2022 2:28:56 PM |
| Certified Delivered | Security Checked | 6/2/2022 8:32:08 AM |
| Signing Complete | Security Checked | 6/2/2022 8:32:20 AM |
| Completed | Security Checked | 6/2/2022 8:32:21 AM |

| 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

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.



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. 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 |
| Total Contribution | | | \$755,281 |

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 |
|--|-------------|------------|
| 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: 3/1/2023 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 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.



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.

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

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.



MEMORANDUM
Contracts Department

TO: Dr. Christie Whitbeck
Superintendent of Schools

FROM: Lamanda Nipps, Assistant Director of Contracts

DATE: March 4, 2022

RE: **TASB Risk Management Fund – Inter-Local**

The attached contract with Fort Bend ISD and TASB, outlines, inter-local agreement. The outlined service was requested by Risk Management. For additional questions as it about the scope of service please contact Brenda Essenberg.

The aforementioned contract was approved by the Board on April 25, 2022.

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
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any 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.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund 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 Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund'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.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, 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 Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Fort Bend ISD**

DocuSigned by:
Dr Christie Whitbeck
By: _____
C8698EE21E6340D...
Signature of Fund Member's Authorized Representative

Date: May 9, 2022 | 5:27 PM CDT

Printed Name of Fund Member's Authorized Representative

Dr Christie Whitbeck

Date approved by Fund Member's Board of Trustees: April 25, 2022

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees



Certificate Of Completion

| | |
|--|-------------------------------|
| Envelope Id: E2C86DAA8325473C8C04E8DF60D5E022 | Status: Completed |
| Subject: Please DocuSign: FBISD Amended Interlocal Participation Agreement_ TASB.pdf | |
| Source Envelope: | |
| Document Pages: 7 | 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: 199.72.83.108 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Lamanda Nipps | Location: DocuSign |
| 5/9/2022 1:24:22 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
 Signed by link sent to
 christie.whitbeck@fortbendisd.com
 Using IP Address: 199.72.83.94

Timestamp

Sent: 5/9/2022 1:53:15 PM
 Viewed: 5/9/2022 5:27:23 PM
 Signed: 5/9/2022 5:27:29 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)

COPIED

Sent: 5/9/2022 1:53:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

Sent: 5/9/2022 5:27:30 PM
 Viewed: 5/10/2022 9:46:49 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 | 5/9/2022 1:53:15 PM |
| Certified Delivered | Security Checked | 5/9/2022 5:27:23 PM |
| Signing Complete | Security Checked | 5/9/2022 5:27:29 PM |
| Completed | Security Checked | 5/9/2022 5:27:30 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

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.



Fort Bend Independent School District

Excess Workers' Compensation and Employers' Liability Insurance Proposal 2021 – 2022

Presented on April 12, 2021 by:

Lilian Vanvieldt
Senior Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 206 204 9241

CA License No. 0C36861

www.alliant.com

Table of Contents

| | |
|---|----|
| Company Profile..... | 2 |
| Alliant Advantage | 3 |
| Your Service Team | 4 |
| Named Insured / Additional Named Insureds | 5 |
| Line of Coverage..... | 6 |
| Excess Workers' Compensation and Employers' Liability Coverage..... | 6 |
| Disclosures..... | 8 |
| NY Regulation 194..... | 9 |
| FATCA:..... | 9 |
| Claims Reporting:..... | 9 |
| Changes and Developments | 10 |
| Certificates / Evidence of Insurance | 10 |
| Flood Offering | 11 |
| Optional Coverages | 12 |
| Glossary of Insurance Terms..... | 12 |
| Request to Bind Coverage..... | 13 |

Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States

Alliant Advantage

| | Alliant | Competition |
|--|---------|-------------|
| 1. Satisfying the insurance needs of business for nearly 90 years. | ✓ | |
| 2. Privately owned and operated. | ✓ | |
| 3. A full-service insurance agency for all your business, life and health, and personal insurance. | ✓ | |
| 4. Representing over 40 insurance companies to provide the best and most affordable coverage. | ✓ | |
| 5. State-licensed support staff. | ✓ | |
| 6. Dedicated Certificate of Insurance personnel. | ✓ | |
| 7. Risk management services to help identify hazards and present options. | ✓ | |
| 8. Workers' compensation insurance claims management at no additional charge. | ✓ | |



Your Service Team

Jeff Moench
Senior Executive Vice President
jmoench@alliant.com

Phone: 602 707 1919

Lilian Vanvieldt
Senior Vice President
lvanvieldt@alliant.com

Phone: 949 660 8116

Diana Burke, CIC, CISR
Account Executive
Diana.Burke@alliant.com

Phone: 602 707 1938

Elena Flores
Account Representative
Elena.Flores@alliant.com

Phone: 949 660 8106

Mary Wells
Senior Vice President
mwells@alliant.com

Phone: 946 660 8125

Kevin Miller
First Vice President
kamiller@alliant.com

Phone: 206 204 9141

Named Insured / Additional Named Insureds

Named Insured(s)

Fort Bend Independent School District

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Line of Coverage

Excess Workers' Compensation and Employers' Liability Coverage

| | Present Coverage | Proposed Coverage |
|--|--|---|
| INSURANCE COMPANY: | Safety National Casualty Corporation | Safety National Casualty Corporation |
| A.M. BEST RATING: | A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of October 3, 2019 | A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of November 11, 2020 |
| STANDARD & POOR'S RATING: | A+ (Strong) as of March 3, 2020 | A+ (Strong) as of March 25, 2021 |
| TEXAS STATUS: | Admitted | Admitted |
| POLICY/COVERAGE TERM: | May 10, 2020 to May 10, 2021 | May 10, 2021 to May 10, 2022 |
| Coverage Form: | Specific Excess Workers' Compensation and Employers' Liability Insurance Agreement – SPWC-0908-A1 | Specific Excess Workers' Compensation and Employers' Liability Insurance Agreement – SPWC-0908-A1 |
| Limits: | | |
| Workers' Compensation | Statutory | Statutory |
| Employers' Liability Limit | \$ 1,000,000 Per Occurrence | \$ 1,000,000 Per Occurrence |
| Estimated Annual Payroll: | \$ 564,966,174 | \$ 574,294,935 |
| Rate per \$100 of Payroll: | \$ 0.0324 | \$ 0.03369 |
| Self Insured Retention: | \$ 500,000 Per Occurrence | \$ 500,000 Per Occurrence |
| Endorsement & Exclusions: (including but not limited to) | <ul style="list-style-type: none"> Revisions to Service and Administration Section – Quarterly Policyholder Disclosure Notice of Terrorism Insurance | <ul style="list-style-type: none"> Revisions to Service and Administration Section – Quarterly Terrorism Risk Insurance Program Reauthorization Act Endorsement |

Excess Workers' Compensation and Employers' Liability Coverage - Continued

| | Present Coverage | Proposed Coverage |
|--|---|---|
| Endorsement & Exclusions - Continued: (including but not limited to) | <ul style="list-style-type: none"> Texas Mandatory Endorsement(s), as applicable | <ul style="list-style-type: none"> Texas Mandatory Endorsement(s), as applicable |
| Premium: | \$ 183,049.00 | \$ 193,480.00 |
| Terrorism Option: | Included in the premium above | Included in the premium above |
| Minimum Premium: | \$ 183,049.00 | \$ 193,480.00 |
| Policy Auditable: | Yes | Yes |
| Quote Valid Until: | No Longer Applicable | May 10, 2021 |
| Binding Conditions: | No Longer Applicable | A written request to bind coverage |

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- “a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area”...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

Additional Information

- Flood Zones
 - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
 - Increased limits over the maximum flood limit provided by NFIP

FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

If you do NOT wish to purchase flood insurance your signature is required below:

Signature: _____ Date: _____
 Name Printed / Typed: _____
 Company Name: _____

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

Fort Bend Independent School District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

| Coverage Line | Bind Coverage for: |
|---|-------------------------------------|
| Excess Workers' Compensation and Employers' Liability | <input checked="" type="checkbox"/> |

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

| | |
|---|---|
| Yes, please provide us with a financing quote. | No, we do not wish to finance our premium. |
| <input type="checkbox"/> | <input type="checkbox"/> |

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Charles E. Dupre

May 10, 2021 | 11:07 AM CDT

Signature of Authorized Insurance Representative

Date

Superintendent

Title

Charles E. Dupre

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

| | |
|---|---|
| BOT Meeting: | April 15, 2019 |
| Solicitation No.: | 19-080MC |
| References: | Scalable Systems |
| Description: | <p>Excess Workers' Compensation Insurance</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of Excess Workers' Compensation insurance through the TASB Risk Management Fund in an amount not to exceed \$1,000,000 over a five-year period, and authorization for the Superintendent to negotiate and execute the agreements and subsequent renewals through April 2024.</p> <p><u>Summary</u></p> <p>Excess Workers Compensation Insurance provides coverage in the event of a catastrophic medical claim exceeding \$500,000. Maintaining appropriate Excess Workers' Compensation insurance coverage is an essential part of protecting the financial well-being of the District.</p> <p>The District has not experienced a claim over the past ten years that reached the level to activate the Excess Workers' Compensation coverage. (For reference, CyFair ISD has a \$1M deductible per claim.) The most severe open claim on current record is from February 2007, with a total incurred cost of \$132,000.</p> <p><u>Background</u></p> <p>Expenditures in 2017-18 were \$189,320. Expenditures will not exceed \$1,000,000 over a five-year period and funding is included in the Workers' Compensation Fund. This amount represents \$200,000 annually.</p> |
| Requested By: | Steven Bassett, Chief Financial Officer |
| Vendor: | TASB Risk Management Fund Interlocal Participation Agreement |
| Budget Sources: | Workers Compensation Fund |
| Amount: | Not to exceed \$1,000,000 over five years |
| Other Supporting Information | |
| Sole Source: | No |
| Number of vendors contacted by Purchasing: | N/A |
| Number of vendors contacted by FBISD Notification System: | N/A |
| Number of vendors downloaded the solicitation: | N/A |
| Number of responses received: | N/A |
| Number of "no bid" responses received: | N/A |
| Length of commitment: | 5 years |
| Last solicitation date: | February 2016 |
| Supporting documents: | N/A |
| Disclosure under Board Policy CH, CV, or DBD (Local): | None |



Highlights and Action

From the April 15, 2019 Regular Meeting of the FBISD Board of Trustees

Pledges of Allegiance

Silent Invocation

Special Recognitions

Sahana Gade, fifth grade student from Walker Station Elementary was chosen by her principal to lead the Pledges of Allegiance. Sahana is Walker Station's spelling bee winner who has gone on to participate in the District spelling bee and the Houston Public Media Spelling Bee. In May, Sahana will be competing in the National Spelling Bee.

James Bowie Middle School National Junior Honor Society was recognized for receiving the Outstanding Service Project Award from the National Association of Secondary School Principals and National Junior Honor Society for their service project of collecting supplies for displaced pets after Hurricane Harvey.

Ridge Point High School Academic Decathlon Team members were recognized for winning at the 2019 Academic Decathlon Texas Championship Meet.

- **Hailey Currie** – first place in Honors Speech, scoring a perfect 1000 points
- **Brady Sanders** – second place in the Scholastic Interview with a near perfect score of 993.3
- **Conner Schlacks** – second place in Varsity Economics

Hightower High School Future Business Leaders of America Team were recognized for winning at the State Leadership Conference. The following students will also be advancing to the National Leadership Conference this summer.

- **Sara Maknojia** and **Susan Varghese** – third place 3-D Animation
- **Jerry Andrews**, **Emil Mathews** and **Edwin Paul** – second place American Enterprise Project
- **Gayathry James**, **Gisela Mathew** and **Natasha Verghese** – second place Business Plan
- **Hafsa Moez** – second place Community Service Project
- **Amber Ayub**, **Christina Kuruvila** and **Zain Moin** – first place Digital Video Production
- **Kelvyn Arugata** and **Pranav Thiagarajan** – second place Partnership with Business
- **Kenneth Thomas** – second place Sales Presentation
- **Yasamine Shehni** – second place Business Law
- **Lou Barrett** – Sponsor

Fort Settlement Middle School Science Bowl Team were recognized for going undefeated at the Texas A&M Junior Science Bowl. The team will represent FBISD at the National Science Bowl Competition later this month.

Jason McRipley, teacher at Meadows Elementary, was recognized for placing third runner up for the Houston Area Alliance of Black School Educators (HAABSE).

Audience Items

Information

Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum

- Pre-K and Early Literacy Center Expansion Update – The administration shared information on the planning for the expansion of Pre-K from half-day to full day. Pre-K is designed to ensure that students are kinder ready.

Board Governance

- 2019-20 Budget Update – The administration provided an update on the 2019-20 budget development. It is based on current law and will be modified on any laws passed from the legislative session. The update included information on a possible tax ratification election.

Personnel/Closed Session Item

- Renewed and awarded probationary employment contracts to specified certified employees for the 2019-20 contract year
- Renewed and awarded probationary employment contracts to specified non-certified employees for the 2019-20 contract year
- Renewed and awarded term employment contracts to specified certified employees for the 2019-20 contract year
- Renewed and awarded term non-Chapter 21 contracts to specified certified employees for the 2019-20 contract year
- Non-renewed the term employment contract of an employee, and that the Board use the process prescribed by the Texas Education Code, Chapter 21, Subchapter F
- Non-renewed the term employment contract of an employee, and that the Board hear any requested non-renewal hearing
- Terminated the probationary employment contract of an employee at the end of the contract period in the best interest of the District
- Appointed **Latoya Garrett** to the position of Principal for Briargate Elementary
- Approved the proposed settlement in Cause No. 4:18-cv-00626; pending in the U.S. District Court For The Southern District of Texas

Board Members' Reports

Activity Report

- TASA Facilities Committee Meeting
- FBISD Special Education Parent Advisory Council Meeting
- Internal Audit Committee Meeting
- Elementary School Leadership Conference
- NSBA Annual Conference

- TASB Spring Board Meeting

Special Report

- Go Public Gulf Coast – Grayle James and Veronica Sopher provided an update on the efforts of Go Public Gulf Coast and the most recent marketing programs
- Dave Rosenthal provided an update on the Elementary Leadership Conference
- Jim Rice updated the Board on his leadership role with TASB and the information provided to members regarding school finance and legislative issues
- Kristin Tassin provided an update to the State of Special Education in Texas and her efforts in advocating for Special Education
- Annual Board Training Report – Provided by Jason Burdine

Consent Agenda

Board Governance

- Approval of revisions to local Board Policy
 - FM (Local): Student Activities
 - GF (Local): Public Complaints
- Minutes from previous meetings

Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum

- Approval of Instructional Materials Allotment (IMA) and TEKS Certification for 2019-20
- Purchases exceeding \$50,000, specifically for:
 - \$15,823,871 for an eight-year period for the adoption of and approval to purchase instructional resources associated with the content areas included within the State Board of Education Proclamation 2019

Board Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school

- Approval of a Resolution authorizing the Superintendent to approve and submit the Federal Grant Application 3794101 for the FY2019 Victims of Crime ACT (VOCA) Formula Grant Program
- Purchases exceeding \$50,000, specifically for:
 - The continued purchase of after school enrichment services and related items from multiple vendors

Scalable Systems

- Approval of a contract with ENGIE Services U.S. Inc. /Way Service Ltd.
- Approval of the revision of the waterline easement agreement with the City of Sugar Land for BP29 James Reese Career and Technical Center
- Bond 2014 Program
 - Approval of the use of 2014 Bond Program Contingency as proposed
 - Approval of a contract with Mobile Modular Management Corporation for the supply and installation of a modular building with twelve (12) classrooms and supporting restrooms; and a Job Order Contract with E Contractors USA, LLC for renovations at Barrington Place ES to accommodate Meadow ES students and staff
- Bond 2018 Program
 - Approval of a Schematic Design (SD) for 10-classroom addition at Madden Elementary School
 - Approval of a services agreement with Job Order Contractor (JOC) Jamail & Smith for the Flooring project (Package 032)

- Purchases exceeding \$50,000, specifically for:
 - \$1,000,000 over a five-year period for the purchase of Excess Workers' Compensation insurance through the TASB Risk Management Fund
 - \$150,000 increase from \$200,000 to \$350,000 annually, for the purchase of theater supplies, equipment and related items to ratify \$109,565 in expenditures made to cover emergency repairs at Kempner High School
 - \$150,000 increase to the purchase of Printing Services for the District Print Shop to utilize approved vendors to assist with meeting delivery expectations at times when the District's needs are beyond the Print Shop's current capacity not to exceed \$400,000 annually
 - \$800,000 over a five-year period for the continued purchase of truck service and trailer rentals from PV Rentals through the BuyBoard purchasing cooperative

Future Board Meetings

Next FBISD Called Meeting and Agenda Review will be on Monday, May 6, 2019, beginning at 6 p.m. in the Fort Bend ISD Board Room at 16431 Lexington Blvd., Sugar Land, Texas.

[Online Board Agenda information](#) from FBISD Board Meetings is available on the district website.

2018-2019 Fort Bend ISD Board of Trustees



Jason Burdine
President



Addie Heyliger
Vice President



Dave Rosenthal
Secretary



Grayle James
Member



Jim Rice
Member



Kristin K. Tassin
Member



Charles E. Dupre, Ed.D.
Superintendent of Schools

Certificate Of Completion

| | |
|--|-------------------------------|
| Envelope Id: CB2B6FC7367A4D94898029BEE08600C8 | Status: Completed |
| Subject: Please DocuSign: Renewal_ Agreement _ Alliant.pdf | |
| Source Envelope: | |
| Document Pages: 19 | 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) | Lamanda.Nipps@fortbendisd.com |
| | IP Address: 12.238.50.108 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Lamanda Nipps | Location: DocuSign |
| 5/7/2021 4:54:15 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

| Signature | Timestamp |
|--|--|
| Charles E. Dupre | Sent: 5/7/2021 5:05:11 PM |
| Charles.Dupre@fortbendisd.com | Viewed: 5/10/2021 11:06:44 AM |
| Superintendent | Signed: 5/10/2021 11:07:10 AM |
| Fort Bend ISD | |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style |
| | Using IP Address: 50.226.26.94 |

Electronic Record and Signature Disclosure:
 Accepted: 5/10/2021 11:06:44 AM
 ID: d97cb5a1-b7f5-4f42-909c-b94311872ff5

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

| Signature | Timestamp |
|--|---------------------------|
| Jessilyn Allen | Sent: 5/7/2021 5:05:11 PM |
| Jessilyn.Allen@fortbendisd.com | |
| Security Level: Email, Account Authentication (None) | |

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| | | |
|--|---------------|-----------------------------|
| Bridget Chustz Morrison | COPIED | Sent: 5/10/2021 11:07:11 AM |
| Bridget.Chustzmorrison@fortbendisd.com | | |
| B Morrison | | |
| Security Level: Email, Account Authentication (None) | | |

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|---|--------|--|
| Angela Forney Angela.Forney@fortbendis.com Security Level: Email, Account Authentication (None) | COPIED | Sent: 5/10/2021 11:07:12 AM Viewed: 5/10/2021 11:12:14 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 | 5/7/2021 5:05:12 PM |
| Certified Delivered | Security Checked | 5/10/2021 11:06:44 AM |
| Signing Complete | Security Checked | 5/10/2021 11:07:10 AM |
| Completed | Security Checked | 5/10/2021 11:07:12 AM |

| 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

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.



MEMORANDUM
Contracts Department

TO: Diana Sayavedra
Deputy Superintendent

FROM: Mitchell, April
Contracts Specialist

DATE: October 21, 2021

RE: **Agreement – 2021-22-0683 TASB**

The attached contract with Fort Bend ISD and TASB, outlines, Provide services for Pay system; compensation adjust review etc. The outlined service has been requested by the HUMAN RESOURCES department. For additional questions as it about the scope of service please contact Ledford, Alice.

Non-Board Approval Language:

This contract does not require approval by the Board of Trustees. Board Policy CH Local states, the Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) and to make budgeted purchases up to \$50,000.

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

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Maintenance

Fort Bend ISD (“Client”)

Proposal: October 21, 2021 • Expiration: November 1, 2021

1. Scope of Work

TASB provides pay system maintenance service to Clients for whom we have provided pay systems services within the past year. Pay systems maintenance projects are more limited than a pay systems review and are focused on maintaining the system previously designed by TASB.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of benchmark jobs in the local job market;
3. Adjust pay structures to maintain competitive position;
4. Develop implementation models with cost estimates for pay increases and limited adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Document and present a final report of findings and recommendations; and
7. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$12,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

February 2022 will be targeted for delivery of a draft report, after beginning in November 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HRServices

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB’s fee for consulting hours actually rendered at TASB’s then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the Client’s delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability


TASB’s liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney’s fees.

Texas Association of School Boards, Inc.



Amy Campbell
Director, HR Services

Client

DocuSigned by:


Diana Sayavedra Acting Superintendent
Signature of Authorized Official

Purchase Order Number

November 1, 2021 | 4:14 PM CDT
Date Approved

REVIEWED
By Julie K. Smith at 2:27 pm, Oct 21, 2021

Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards (“Contractor”), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or


None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



Signature

October 21, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

*****IF NO CONFLICT OF INTEREST, PLEASE CHECK THIS BOX, ENTER VENDOR NAME AND SIGN BELOW**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Texas Association of School Boards

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


 Signature of vendor doing business with the governmental entity

October 21, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract”.

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: Texas Association of School Boards

Authorized Company Official’s Name (Printed): Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:



C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards

Signature of Company Official: 

Date Signed: October 21, 2021

Printed name of company official signing above: Amy Campbell

Relationships with Foreign Entities

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Texas Association of School Boards


Name of Vendor (“Contractor”)

PO Box 400 Austin, TX 78767

Mailing Address City State Zip

Amy Campbell Director HR Services

Prepared by Title

 October 21, 2021

Signature Date

Mitchell, April

From: Forney, Angela
Sent: Thursday, October 21, 2021 4:04 PM
To: Mitchell, April
Subject: FW: Procurement Approval! - 2021-22-0683 - TASB

Importance: Low

From: Contracts <Contracts@fortbendisd.com>
Sent: Tuesday, October 12, 2021 9:11 PM
To: Nipps, Lamanda <Lamanda.Nipps@fortbendisd.com>; Barnes, Jamel <Jamel.Barnes@fortbendisd.com>; Emeka-Onyenwe, Doris <Doris.EmekaOnyenwe@fortbendisd.com>; Thornton, Maya <Maya.Thornton@fortbendisd.com>
Subject: Procurement Approval! - 2021-22-0683 - TASB
Importance: Low

Purchasing has approved the procurement for the following agreement. Thanks!
-The Contracts Team

Agreement Assigned to: Nipps, Lamanda

Vendor: TASB

Description of Services: Provide services for Pay system; compensation adjust review etc

Location: Virtual

Contract Amount: 12,000

Department of Purchasing

555 Julie Rivers Drive ♦ Sugar Land, Texas 77478

Office (281) 634-1445

Facsimile: (281) 327-1445

E-Mail: contracts@fortbendisd.com

NOTICE OF CONFIDENTIALITY: This electronic communication may contain confidential student record information intended solely for school business by the individual to whom it is addressed. Any disclosure (verbal or in print), copying, distributing, or use of this information by any unauthorized person is prohibited, and may violate FBISD Board policy (legal) and the Family Education Rights and Privacy Act (FERPA). Should you receive this electronic communication in error please notify the sender immediately and delete the message. Thank you for your cooperation.

Certificate Of Completion

| | |
|---|--------------------------------|
| Envelope Id: 2808B7FE948148BA81AEA00E007EF4A1 | Status: Completed |
| Subject: Please DocuSign: TASB Agreement_10-21-2021.pdf | |
| Source Envelope: | |
| Document Pages: 10 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | April Mitchell |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 16431 Lexington Blvd. |
| | Sugar Land, TX 77479 |
| | april.mitchell@fortbendisd.com |
| | IP Address: 12.238.50.108 |


Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: April Mitchell | Location: DocuSign |
| 10/21/2021 3:45:46 PM | april.mitchell@fortbendisd.com | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Fort Bend Independent School District | Location: DocuSign |

Signer Events

Diana Sayavedra
 Diana.Sayavedra@fortbendisd.com
 Acting Superintendent
 Fort Bend ISD
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0C1252DEF34545D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.72.83.94

Timestamp

Sent: 10/21/2021 4:13:23 PM
 Viewed: 11/1/2021 4:13:43 PM
 Signed: 11/1/2021 4:14:13 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/15/2021 2:49:14 PM
 ID: 1ff47ba0-0840-4f17-8ff4-469e3fd9e411

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

Natalie Crump
 Natalie.Crump@fortbendisd.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2021 4:13:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

Sent: 11/1/2021 4:14:14 PM
 Viewed: 11/1/2021 4:16:31 PM

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 | 10/21/2021 4:13:24 PM |
| Certified Delivered | Security Checked | 11/1/2021 4:13:43 PM |
| Signing Complete | Security Checked | 11/1/2021 4:14:13 PM |
| Completed | Security Checked | 11/1/2021 4:14:14 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

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.



MEMORANDUM
Contracts Department

TO: Diana Sayavedra
Deputy Superintendent

FROM: Mitchell, April
Contracts Specialist

DATE: October 21, 2021

RE: **Agreement – 2021-22-0683 TASB**

The attached contract with Fort Bend ISD and TASB, outlines, Provide services for Pay system; compensation adjust review etc. The outlined service has been requested by the HUMAN RESOURCES department. For additional questions as it about the scope of service please contact Ledford, Alice.

Non-Board Approval Language:

This contract does not require approval by the Board of Trustees. Board Policy CH Local states, the Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) and to make budgeted purchases up to \$50,000.

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

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Maintenance

Fort Bend ISD (“Client”)

Proposal: October 21, 2021 • Expiration: November 1, 2021

1. Scope of Work

TASB provides pay system maintenance service to Clients for whom we have provided pay systems services within the past year. Pay systems maintenance projects are more limited than a pay systems review and are focused on maintaining the system previously designed by TASB.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of benchmark jobs in the local job market;
3. Adjust pay structures to maintain competitive position;
4. Develop implementation models with cost estimates for pay increases and limited adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Document and present a final report of findings and recommendations; and
7. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$12,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

February 2022 will be targeted for delivery of a draft report, after beginning in November 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HRServices

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability

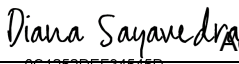
TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

Texas Association of School Boards, Inc.



Amy Campbell
Director, HR Services

Client

DocuSigned by:


Diana Sayavedra Acting Superintendent
Signature of Authorized Official

Purchase Order Number

November 1, 2021 | 4:14 PM CDT
Date Approved

REVIEWED
By Julie K. Smith at 2:27 pm, Oct 21, 2021



Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Texas Association of School Boards (“Contractor”), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or


None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



Signature

October 21, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

*****IF NO CONFLICT OF INTEREST, PLEASE CHECK THIS BOX, ENTER VENDOR NAME AND SIGN BELOW**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Texas Association of School Boards

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


 Signature of vendor doing business with the governmental entity

October 21, 2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract”.

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: Texas Association of School Boards

Authorized Company Official’s Name (Printed): Amy Campbell

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:



C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Texas Association of School Boards

Signature of Company Official: 

Date Signed: October 21, 2021

Printed name of company official signing above: Amy Campbell

Relationships with Foreign Entities

During the 85th Legislative Session (2017), the State of Texas enacted two additional requirements affecting all government contracts for goods and services.

All government contracts for goods and services signed after September 1, 2017 must include required provisions from HB 89 (Certification Regarding Israel), and language to implement SB 252 (Verification Regarding Terrorist Organizations).

Therefore, in compliance with HB 89 and SB 252 of the 85th Texas Legislative Session, Contractor agrees that:

In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of Agreement with Fort Bend ISD.

Texas Association of School Boards

Name of Vendor ("Contractor")

PO Box 400

Austin, TX 78767

Mailing Address

City

State

Zip

Amy Campbell

Director HR Services

Prepared by

Title



Signature

October 21, 2021

Date

Mitchell, April

From: Forney, Angela
Sent: Thursday, October 21, 2021 4:04 PM
To: Mitchell, April
Subject: FW: Procurement Approval! - 2021-22-0683 - TASB

Importance: Low

From: Contracts <Contracts@fortbendisd.com>
Sent: Tuesday, October 12, 2021 9:11 PM
To: Nipps, Lamanda <Lamanda.Nipps@fortbendisd.com>; Barnes, Jamel <Jamel.Barnes@fortbendisd.com>; Emeka-Onyenwe, Doris <Doris.EmekaOnyenwe@fortbendisd.com>; Thornton, Maya <Maya.Thornton@fortbendisd.com>
Subject: Procurement Approval! - 2021-22-0683 - TASB
Importance: Low

Purchasing has approved the procurement for the following agreement. Thanks!
-The Contracts Team

Agreement Assigned to: Nipps, Lamanda

Vendor: TASB

Description of Services: Provide services for Pay system; compensation adjust review etc

Location: Virtual

Contract Amount: 12,000

Department of Purchasing

555 Julie Rivers Drive ♦ **Sugar Land, Texas 77478**

Office (281) 634-1445

Facsimile: (281) 327-1445

E-Mail: contracts@fortbendisd.com

NOTICE OF CONFIDENTIALITY: This electronic communication may contain confidential student record information intended solely for school business by the individual to whom it is addressed. Any disclosure (verbal or in print), copying, distributing, or use of this information by any unauthorized person is prohibited, and may violate FBISD Board policy (legal) and the Family Education Rights and Privacy Act (FERPA). Should you receive this electronic communication in error please notify the sender immediately and delete the message. Thank you for your cooperation.

Certificate Of Completion

| | |
|---|--------------------------------|
| Envelope Id: 2808B7FE948148BA81AEA00E007EF4A1 | Status: Completed |
| Subject: Please DocuSign: TASB Agreement_10-21-2021.pdf | |
| Source Envelope: | |
| Document Pages: 10 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | April Mitchell |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 16431 Lexington Blvd. |
| | Sugar Land, TX 77479 |
| | april.mitchell@fortbendisd.com |
| | IP Address: 12.238.50.108 |


Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: April Mitchell | Location: DocuSign |
| 10/21/2021 3:45:46 PM | april.mitchell@fortbendisd.com | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Fort Bend Independent School District | Location: DocuSign |

Signer Events

Diana Sayavedra
 Diana.Sayavedra@fortbendisd.com
 Acting Superintendent
 Fort Bend ISD
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 0C1252DEF34545D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.72.83.94

Timestamp

Sent: 10/21/2021 4:13:23 PM
 Viewed: 11/1/2021 4:13:43 PM
 Signed: 11/1/2021 4:14:13 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/15/2021 2:49:14 PM
 ID: 1ff47ba0-0840-4f17-8ff4-469e3fd9e411

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

Natalie Crump
 Natalie.Crump@fortbendisd.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2021 4:13:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

COPIED

Sent: 11/1/2021 4:14:14 PM
 Viewed: 11/1/2021 4:16:31 PM

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 | 10/21/2021 4:13:24 PM |
| Certified Delivered | Security Checked | 11/1/2021 4:13:43 PM |
| Signing Complete | Security Checked | 11/1/2021 4:14:13 PM |
| Completed | Security Checked | 11/1/2021 4:14:14 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

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.



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

May 5, 2021

Bridget Chustz-Morrison

Fort Bend ISD

Dear Bridget Chustz-Morrison,

Today, more than ever, strong risk management resources and reliable coverage partners are important to secure and support your operations. We thank you for your membership in the TASB Risk Management Fund and look forward to a continued partnership this year. We are pleased to provide your renewal proposal for 2020-21 coverage with the Fund.

We often point to the **Value of Membership** in the TASB Risk Management Fund. That value makes the Fund the choice of over 1,000 Texas school districts and other educational entities for their risk management and coverage needs:

- **We are invested in you:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial security to handle your claims.
- **We have you covered:** The Fund's broad array of coverage options are tailored for and respond to the unique needs of Texas schools.
- **We are member-focused:** The Fund is committed to delivering the coverage and services that members need. 97% of Fund members are satisfied with their membership in the Fund.
- **We are in it for the long-haul:** Risk management and coverage needs change over time. The Fund has been responsive and innovative in adapting to its members' evolving environments since 1974.
- **We have a heart for education:** The Fund is administered by the Texas Association of School Boards (TASB). TASB understands the uniqueness of each school community in Texas and has Texas school children at the heart of its mission.

This year, the Fund has made several programs changes and updates for your consideration.

- The Fund expanded access to telemedicine options for **Workers' Compensation** members which makes seeking medical care easier for your employees. The Fund has also expanded access to **training** through the SafeSchools platform with new courses based on your program participation. For **Liability** members, this includes a state-approved cybersecurity training course.
- The Fund offers a Wind-Hail Deductible Buy-Down option for **Property** program members who want to lower their wind-hail deductible. Equipment Breakdown and Crime are included at no additional cost. Higher coverage limits are available for single-ply membrane roofing systems that meet independent rating standards (e.g., FM Global, UL) for severe or very severe hail resistance.
- The Fund has extended limited coverage to students participating in career and technology programs under **General Liability** and **Auto Liability** programs to help support innovative options for students.

- The Fund updated its **Privacy & Information Security** coverage (“cyber”) limits to a single \$250,000 combined limit. This replaces the current “three-limit” structure for liability, breach response, and notification costs and is an overall increase in limit. The coverage will continue to be offered without a deductible and the full \$250,000 limit is available for fraudulent direction claims. Due to increased claims costs related to evolving cyber risks, a \$2,500 contribution is being implemented. Higher limits are available for additional contribution.
- The Fund continues to provide \$250,000 of **Violent Acts** coverage to members in three or more Fund programs at no cost. This year, the coverage has been expanded to also include up to \$1 million in coverage for the demolition, remediation, or rebuilding of buildings after a violent act occurs. Violent Acts coverage provides expense reimbursements for post-event emergency costs, including mental health services, crisis communications, and other expenses.

You can accept your renewal proposal online. Please review these renewal proposal documents and then complete your electronic acceptance on the page where you accessed these documents. You may also sign these documents and return them to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org.

Please carefully review all terms, conditions, and pricing of this proposal. If you are unsure about your plans to renew, please note that the agreement 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 have any 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. If you are ready to accept your renewal proposal, please type your first and last name and click “Accept and Sign” at the link where you accessed this proposal.

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

Sincerely,
Rosa Brown
Risk Management Marketing 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: 512.467.3699

CC:



Fort Bend ISD

Workers' Compensation—Administrative Services Only (ASO) Participation Period: 7/1/2021 through 6/30/2022

The following is a summary of the charges, fees, and terms of participation in the Workers' Compensation—Administrative Services Only program.

| Administrative & Other Annual Fees | Amount | |
|---|---------------|----------|
| General Administrative Services | \$9,600 | Annually |
| Actuarial Services | \$4,500 | Annually |
| Loss Prevention Services | \$6,000 | Annually |
| Document Storage | \$876 | Annually |

| Claim Fees | Amount | |
|-----------------------|---------------|-----------|
| New Indemnity Claim | \$775 | Per claim |
| New Medical Claim | \$150 | Per claim |
| New Record Only Claim | \$20 | Per claim |

| Allocated Claim & Cost Containment Fees | Amount | |
|--|------------------------------------|--------------------------------------|
| Bill Review | \$9 | Per bill |
| Pre-Authorization (RN) | \$85 | Per pre-authorization |
| Pre-Authorization (Physician) | \$85 | Per pre-authorization + time/expense |
| External Case Management (ECM) | \$90 | Per hour |
| ECM Travel & Wait Time | \$40 | Per hour |
| Peer Review by Physician Advisor | Time & Expense | |
| BRC, CCH, and SOAH and other regulatory representation | Prevailing judicial rates | |
| Subrogation Services | Included | |
| Subrogation Recovery | 33% of recovery plus attorney fees | |
| External Investigations | At cost | |
| Legal Fees (regulated by DWC) | Per attorney rates | |

| Seasonal Benefit Adjustments | | |
|---|--------------|--------------|
| Self-insured Fund Members may elect to adjust weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer break. You have elected to stop/reduce TIBS during the break periods noted below. Please alert the Fund if you would like to modify your seasonal benefit adjustment periods. Common break periods are Thanksgiving, Winter Break, and Spring Break. | | |
| Thanksgiving Break | Winter Break | Spring Break |



Workers' Compensation—Administrative Services Only Terms & Conditions

Claim and Cost Containment Fees: The majority of claims administrative costs are included in claims administrative fees. Fees not included are allocated to the claim file and are passed through at prevailing rates.

Indemnity Claim: An injury where the employee has experienced more than seven days of compensable lost time, reduced wages for more than one week, incurred substantial medical treatment, claim compensability is questionable, involves subrogation, or involves an occupational illness, even if the employee has not missed any time from work.

Medical Claim: An injury requiring minor medical treatment and no more than seven days of compensable lost time.

Record Only Claim: An injury or incident without lost time requiring no medical treatment.

Run-In Claims: Run-In Claims are existing claims carried over from a previous claims administrator and transferred to the Fund for administration. Allocated claim and cost containment fees apply as shown above to any claims transferred to and administered by the Fund from a previous claims administrator as "run-in" claims during this or any previous Participation Period.

Loss Prevention Services: Loss Prevention Services include a customized service plan, safety consultations and loss history reviews, safety training and presentations, hazard and exposure surveys of facilities and work areas. Annual fees for Loss Prevention Services are based on Fund member size, number of campuses, average claim levels, and estimated consultant activity.

Actuarial Services: If elected, the Fund will provide an actuarial report estimating the Fund Member's outstanding workers' compensation loss and allocated loss adjustment expense (ALAE) reserves to coincide with the Participation Period or the Fund Member's fiscal year. The report will be prepared by a Member of the American Academy of Actuaries (MAAA) qualified to issue an actuarial opinion.

Stop Loss Coverage: Fund Member will obtain its own stop loss coverage. The Fund may assist the Fund Member with stop loss placement, if requested. The Fund Member will reimburse the Fund for any stop loss premium payments made on behalf of the Fund Member within 30 days of receipt of an invoice. Stop loss premiums and coverage terms will be determined by the stop loss carrier and are not guaranteed by the Fund.

Claims Reporting: Fund Member will timely provide to the Fund all reports and filings required of an employer by the laws and regulations dealing with workers' compensation coverage as defined in the Texas Workers' Compensation Act (the Act). Any fines levied against the Fund for Fund Member's failure to comply with rules and regulations in the Act will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs.

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Contribution & Coverage Summary (CCS) will be as defined in the Act. The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Subrogation: The Fund will provide subrogation recovery services to Fund Member. Fund Member will be entitled to recovered amounts, less applicable attorney fees, and retains the right of final litigation-related settlement decisions, including subrogation.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.



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. In addition to the Program Coordinator, the Fund Member may designate a Claims Contact and a Billing Contact for this program. Below are the current Coordinator and Contacts associated with the Fund Member's participation in the Workers' Compensation—Administrative Services Only program. If a Coordinator's or Contact's name and e-mail address are not listed or need to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators & Contacts

| Role | Name | Title | E-mail |
|-----------------|-------------------------|--------------------------|--|
| Coordinator | Bridget Chustz-Morrison | Risk Manager | bridget.chustzmorrison@fortbendis.com |
| Claims Contact | Anita Bertucci | Workers' Comp Specialist | anita.bertucci@fortbendis.com |
| Billing Contact | | | |

Program Coordinator & Contact Updates

| Role | Name | Title | E-mail |
|-----------------|------|-------|--------|
| Coordinator | | | |
| Claims Contact | | | |
| Billing Contact | | | |

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

Self-Insured: The Fund member self-insures its workers' compensation risk exposure. The Fund provides claims administration services only and extends no coverage for the Fund Members' workers' compensation obligations under the Act.

Payment: The Fund Member agrees to pay each month an amount equal to the actual paid workers' compensation claim amounts from the previous month. The Fund Member also agrees to pay the Fund each month claims fees and administrative charges as shown in this CCS. The claim fee is applicable to each claim reported and will be assigned based on the claim type (Indemnity, Medical, Record Only). The Fund Member agrees to pay these amounts upon receipt of an invoice. All payments by the Fund Member will be made through an ACH transfer.

Claims will only be administered while the Fund Member participates in the Workers' Compensation—Administrative Services Only program. Fund Member agrees to reimburse the Fund for all workers' compensation claims paid on the Fund Member's behalf up to the time all workers' compensation files are successfully transferred to the Fund Member or their designee with a transfer release.

Termination: The Fund will administer all claims while Fund Member participates in the Fund's Workers' Compensation—Administrative Services Only program. If Fund Member ceases to participate in the program, the Fund will transfer all claim files to the Fund Member or designee. The Fund is not responsible for any claims administration after 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 and agree to this CCS and the Interlocal Participation Agreement.

Charles E. Dupre

Authorized Signature

June 3, 2021 | 12:32 PM CDT

Date

Charles E. Dupre

Printed Name

Superintendent

Title

Certificate Of Completion

| | |
|--|-------------------------------|
| Envelope Id: FF03BF6AC29745DAB26392C349322F64 | Status: Completed |
| Subject: Please DocuSign: Coverage Summary Agreement _TASB Risk Fund.pdf | |
| Source Envelope: | |
| Document Pages: 6 | 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) | Lamanda.Nipps@fortbendisd.com |
| | IP Address: 12.238.50.108 |

Record Tracking

| | | |
|--|--|--------------------|
| Status: Original 5/28/2021 9:16:06 AM | Holder: Lamanda Nipps Lamanda.Nipps@fortbendisd.com | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Fort Bend Independent School District | Location: DocuSign |

Signer Events

| Signature | Timestamp |
|--|--|
| Charles E. Dupre Charles.Dupre@fortbendisd.com Superintendent Fort Bend ISD Security Level: Email, Account Authentication (None) | Sent: 5/28/2021 9:24:40 AM Viewed: 6/3/2021 12:32:16 PM Signed: 6/3/2021 12:32:26 PM |
| Signature Adoption: Pre-selected Style Using IP Address: 50.226.26.94 | |

Electronic Record and Signature Disclosure:
Accepted: 6/3/2021 12:32:16 PM
ID: b41b5c3d-ac8f-4346-b8f0-28f0679da845

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

| Signature | Timestamp |
|--|----------------------------|
| Jessilyn Allen Jessilyn.Allen@fortbendisd.com Security Level: Email, Account Authentication (None) | Sent: 5/28/2021 9:24:41 AM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | |
|---|----------------------------|
| Bridget Chustz Morrison Bridget.Chustzmorrison@fortbendisd.com B Morrison Security Level: Email, Account Authentication (None) | Sent: 6/3/2021 12:32:27 PM |
|---|----------------------------|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

COPIED

| Carbon Copy Events | Status | Timestamp |
|---|--------|---|
| Angela Forney Angela.Forney@fortbendis.com Security Level: Email, Account Authentication (None) | COPIED | Sent: 6/3/2021 12:32:28 PM Viewed: 6/3/2021 2:52:51 PM |
| 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 | 5/28/2021 9:24:41 AM |
| Certified Delivered | Security Checked | 6/3/2021 12:32:16 PM |
| Signing Complete | Security Checked | 6/3/2021 12:32:26 PM |
| Completed | Security Checked | 6/3/2021 12:32:28 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

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.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 205 of the Texas Labor Code, pertaining to unemployment compensation; Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any 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.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However,

once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member shall be bound thereby.

c. **By the Fund upon Breach by Fund Member.**

- 1) The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
- 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
- 3) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;
- 4) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 5) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. **Contributions.**

- a. **Agreement to Pay.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

- c. **Contribution Adjustment.** Should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. A CCS for a Fund program will state the participation term. After Fund Member's initial execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements.
8. **Other Duties of Fund Member.**
 - a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
 - b. **Claims Reporting.** Notice of any claim must be provided to the Fund no more than 30 days after Fund 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 CCS. Failure by Fund 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 Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.
11. **Subrogation and Assignment of Rights.** Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
12. **No Waiver of Subrogation Rights.** Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

13. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund'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.
14. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
15. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.
16. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for information and/or records made by the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, engage in fraudulent conduct or make false statements to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
17. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate a coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, and the Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
18. **Security of Documents.** Under this agreement the Fund may grant Fund Member access to sensitive or protected information. Fund Member agrees to assume the responsibility for maintaining the security of this information and to take all reasonable steps to avoid unauthorized disclosure of this information.
19. **Insurance Terminology.** The Fund is not "insurance", but is instead a mechanism through which eligible governmental entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
20. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
21. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No individual Fund Member is entitled to an individual allocation or portion of members' equity.
22. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws and CCSs that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws or any CCS, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.

23. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, 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 Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

24. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
25. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Travis County, Texas, unless otherwise mandated by law. In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees that are equitable and just.
26. **Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
27. **Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund.
28. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement.
29. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.

30. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER:

Fund Member Name: _____

By: _____
Signature of Fund Member's Authorized Representative

Date: _____

Printed Name of Fund Member's
Authorized Representative

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____
Chair, TASB Risk Management Fund Board of Trustees

Date: _____