

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY EXECUTIVE COMMITTEE

LOCATION: Campbell Union School District A - Action

155 N. Third Street I - Information

Campbell, CA 95008

1 - Included 2 - Hand Out

DATE / TIME: May 5, 2016 3 - Separate

9:30 AM 4 – Verbal

Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Joan Crossley at Alliant Insurance at (916) 643-2708.

Documents and material relating to an open session agenda item that are provided to the SBASIA Executive Committee less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard St, Suite 460, Sacramento, CA 95815.

Page

A. CALL TO ORDER

B. ROLL CALL A 4

C. APPROVAL OF AGENDA A 1

D. PUBLIC COMMENT

This time is reserved for members of the public to address the Executive Committee on matters of the SBASIA Executive Committee business.

I E. CONSENT CALENDAR A 1

- 2-6 1. Executive Committee Meeting Minutes March 3, 2016
- 7-8 2. Executive Committee Teleconference Minutes April 1, 2016
- 9-13 3. Financial Report for Quarter Ending March 31, 2016

177	A 33			
14	F.	CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.95 1. Jane Doe vs. Santa Clara Unified School District	A	4
	G.	GENERAL ADMINISTRATION		
15-24		1. Administration Contract Staff will present the renewal of the administration contract as the current contract expires on June 30, 2016.	Ι	1
25		2. Safety Credits The Executive Committee will discuss ideas for safety credits.	I	2
26-28		3. Underwriting Policy Staff will present changes to the underwriting policy recommended by CAJPA.	A	1
29		4. Slate of Officers for June 16, 2016 Meeting Staff will review the final slate of officers for the June Board of Directors meeting.	Ι	1
	н.	FINANCIAL		
30		1. Preliminary Revenue and Expense Budget for July 1, 2016-2017 Staff will present an updated preliminary budget for the July 1, 2016-2017 program year.	Ι	2
	I.	COMMENTS FOR THE GOOD OF THE ORDER		

The next Executive Committee Meeting is set for Thursday, June 16, 2016 at 9:00 a.m. The Location will be at Campbell Union School District, 155 N. Third Street, Campbell, CA 95008.

ADJOURNMENT



Agenda Item E.1

CONSENT CALENDAR

ACTION ITEM

ISSUE: The Executive Committee should review the Consent Calendar and pull any items that need discussion. Otherwise, the Executive Committee should adopt the Consent Calendar as presented.

RECOMMENDATION: The Program Administrator recommends adoption of the Consent Calendar Items as presented.

FISCAL IMPACT: None.

BACKGROUND: The following items are placed on the Consent Calendar for adoption by the Executive Committee. The Executive Committee may accept the Consent Calendar as posted, or pull any item for discussion and a separate action will occur while accepting the remaining items.

- 1. Executive Committee Meeting Minutes March 3, 2016
- 2. Executive Committee Teleconference Minutes April 1, 2016
- 3. Financial Report for Quarter Ending March 31, 2016

ATTACHMENTS: Executive Committee Meeting Minutes – March 3, 2016

Executive Committee Teleconference Minutes – April 1, 2016

Financial Report for Quarter Ending March 31, 2016



MEMBERS PRESENT

Nelly Yang, Vice President, Evergreen School District Barbara Coats, Secretary, Santa Clara County Office of Education Mark Allgire, Treasurer, Santa Clara Unified School District

MEMBERS ABSENT

James Crawford, President, Campbell Union School District Phuong Le, Member at Large, Berryessa Union School District

GUESTS & CONSULTANTS

Matt Gowan, Alliant Insurance Services Joan Crossley, Alliant Insurance Services Tracey Smith-Reed, Gilbert Associates, Inc. Mark Davis, Davis & Young

A. CALL TO ORDER

The meeting was called to order at 9:35 a.m.

B. ROLL CALL

The above-mentioned members were present constituting a quorum.

C. APPROVAL OF AGENDA

A motion was made to approve the agenda.

MOTION: Barbara Coats SECOND: Mark Allgire MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le

D. PUBLIC COMMENT

There were no comments from the public.

E. CONSENT CALENDAR

- 1. Executive Committee Meeting Minutes December 3, 2015
- 2. Executive Committee Teleconference Minutes January 15, 2016
- 3. Financial Report for Quarter Ending December 31, 2015
- 4. Investment Report for Quarter Ending December 31, 2015



A motion was made to approve the items in the Consent Calendar as presented.

MOTION: Mark Allgire SECOND: Barbara Coats MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le

F. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.95

1. McElroy vs. Santa Clara County Office of Education

The Executive Committee entered closed session at 9:37 a.m. The Executive Committee returned from closed session at 9:50 a.m.

G. PRESIDENT'S REPORT ON ACTION FROM CLOSED SESSION

Ms. Nelly Yang reported that the closed session item was discussed and appropriate actions were taken.

H. GENERAL ADMINISTRATION

1. Accounting-Updated Engagement Letter for January 1-June 30, 2016

Ms. Joan Crossley said the JPA has a three year contract for accounting services with Gilbert Associates that expires on June 30, 2016. The American Institute of Certified Public Accountants adopted some new standards regarding the preparation of financial statements. Ms. Tracey Smith-Reed said the financial statements now have to contain a statement that no assurance is provided because no review or audit of the quarterly financial statement is being performed. The engagement letter has been updated to incorporate the new standards.

A motion was made to approve the updated engagement letter for January 1-June 30, 2016.

MOTION: Barbara Coats SECOND: Mark Allgire MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le



2. Accounting Contract for July 1, 2016 – June 30, 2019

Ms. Crossley said the JPA's current contract for accounting services with Gilbert Associates expires on June 30, 2016. The renewal contract for period of July 1, 2016 – June 30, 2019 is being presented to the Executive Committee for review prior to being presented to the Board of Directors at the June meeting. The expiring fee for accounting services is \$23,000. The renewal fees are \$23,500 for July 1, 2016-June 30, 2017, \$24,000 for July 1, 2017-June 30, 2018 and \$24,500 for July 1, 2018-June 30, 2019. This is an increase of 2% each year. The Executive Committee stated they will recommend the Board approve the contract at the June Board meeting.

3. Discount Factor Used in Actuarial Study

Ms. Crossley said the JPA reduced the discount factor for loss funding from 2% to 1% last year. The financial auditor, James Marta, had recommended using 0% for discount factor. The JPA earns approximately .7% interest from Santa Clara County Treasury Pool. Mr. Matt Gowan said he surveyed other JPAs and they use 1% to 2% as the discount factor. After discussion, the Executive Committee decided to keep the discount factor at 1%.

A motion was made to keep the discount factor at 1% at the 70% confidence level.

MOTION: Barbara Coats SECOND: Mark Allgire MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le

4. Safety Credits

Ms. Crossley said at the December 3, 2015 meeting, a suggestion was made to issue safety credits. Mr. Mark Allgire explained the model used when he worked with safety credits in the past. The safety credits were an expense line in the budget and they weren't part of an interest bearing account. The members had to earn safety credits. The JPA would determine the criteria for earning credits; the member would meet the criteria, turn in supporting documentation and the JPA would issue a check to the member.

Mr. Gowan said he works with another JPA that sets aside money for its members to buy loss control items such as training, ergonomic equipment, etc. Mr. Allgire said the JPA could decide what's eligible to be purchased such as hiring certified playground inspectors to inspect playground equipment. Ms. Barbara Coats said another model used is that members have to develop certain policies such as a vehicle use policy in order to earn safety credits. Mr. Gowan said staff will bring ideas to the next meeting for further discussion. The Executive Committee said staff can develop an alternate budget that includes \$100,000 for safety credits.



5. Underwriting Policy

Ms. Crossley said the JPA has to be re-accredited with CAJPA every three years. CAJPA has a new requirement for an underwriting policy. Staff created an underwriting policy based on the CAJPA requirements which include purpose of underwriting policy, underwriting criteria and contribution allocation. The JPA already does everything in the policy; CAJPA just wants to see it in writing.

A motion was made to adopt the Underwriting Policy.

MOTION: Barbara Coats SECOND: Mark Allgire MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le

6. Critical Incident Services

Mr. Gowan said the JPA's Excess Liability carrier, CSAC EIA, is providing a new service called Critical Incident Services. This is for crisis management which is provided to members upon approval by CSAC EIA and paid for by CSAC EIA up to \$50,000 per incident. Any costs above that are paid for by the member. CSAC EIA issued a RFP (Request for Proposal) and chose Mainstream Unlimited to provide the services.

7. JPA Website

Ms. Crossley said staff obtained price quotes to design a new website for the JPA. The most inexpensive are GoDaddy and Wix which provide templates to design your own website. GoDaddy has annual fee of \$65.88 and Wix has annual fee of \$155.04. Ms. Crossley said she prefers Wix because the JPA website has a password protected members only section; Wix has password protection and GoDaddy does not. The other firms, CatapultK12 and Finalsite, charge much more because they do the work of creating the website; they also have an annual fee for tech support. Those fees are listed in the agenda.

A motion was made to use Wix to create the JPA website.

MOTION: Mark Allgire SECOND: Barbara Coats MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le



8. FPPC Form 700 Electronic Filing

Ms. Crossley said Alliant Insurance has a large JPA client who was interested in software to file the FPPC Form 700 electronically. The software firm, SouthTech Systems, said they would provide quotes for all of Alliant's JPA clients. The quote for a monthly software subscription is \$123.34 per month and the quote to purchase the software is \$3,613.10 plus \$816.20 annual fee for hosting, support and maintenance. Mr. Gowan said staff felt obligated to present the quote to the JPA.

A motion was made to decline purchasing the software.

MOTION: Barbara Coats SECOND: Mark Allgire MOTION CARRIED AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Yang, Coats, Allgire

NAYS: None

ABSENT: Crawford, Le

9. Slate of Officers for June 16, 2016 Meeting

Every June, the Board of Directors elects the Executive Committee officers and a Member at Large for the annual term of the office beginning July 1. Mr. Gowan said he discussed this with Mr. James Crawford and Mr. Crawford said he will remain as President if there are no other candidates. The Executive Committee said they can continue in their positions if needed, but staff should contact Ms. Phuong Le to see if she is still available to serve as Member at Large.

I. FINANCIAL

1. Preliminary Revenue and Expense Budget for July 1, 2016-2017

Mr. Gowan presented the Preliminary Revenue and Expense budget for July 1, 2016-2017. The Liability funding comes from the actuarial study and is up by 38% reflecting the JPA's loss history. Mr. Gowan said the Liability premium is estimated to increase by 10% and the Liability market is seeing 10%-20% increases for schools. The Property funding comes from the actuarial study and is down by 16%. The Property rate is estimated to remain flat. The overall budget is estimated to increase by 5.9% or approximately \$200,722.

J. COMMENTS FOR THE GOOD OF THE ORDER

There were no comments for the good of the order.

ADJOURNMENT

The meeting was adjourned at 11:06 a.m.



SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY EXECUTIVE COMMITTEE TELECONFERENCE MINUTES April 1, 2016

MEMBERS PRESENT

James Crawford, President, Campbell Union School District Nelly Yang, Vice President, Evergreen School District Barbara Coats, Secretary, Santa Clara County Office of Education

MEMBERS ABSENT

Mark Allgire, Treasurer, Santa Clara Unified School District Phuong Le, Member at Large, Berryessa Union School District

GUESTS & CONSULTANTS

Matt Gowan, Alliant Insurance Services Joan Crossley, Alliant Insurance Services Eric Bengtson, Davis & Young, APLC Vince West, Carl Warren & Company

A. CALL TO ORDER

The meeting was called to order at 10:02 a.m.

B. ROLL CALL

The above-mentioned members were present constituting a quorum.

C. APPROVAL OF AGENDA

A motion was made to approve the agenda.

MOTION: Barbara Coats SECOND: Nelly Yang MOTION CARRIED

AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

AYES: Crawford, Yang, Coats

NAYS: None

ABSENT: Allgire, Le

D. PUBLIC COMMENT

There were no comments from the public.

E. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.95 1. Perrizo vs. Santa Clara County Office of Education

The Executive Committee entered closed session at 10:03 a.m. The Executive Committee returned from closed session at 10:25 a.m. The closed session item was discussed and appropriate actions were taken.



SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY EXECUTIVE COMMITTEE TELECONFERENCE MINUTES April 1, 2016

AYES: Crawford, Yang, Coats

NAYS: None

ABSENT: Allgire, Le

F. COMMENTS FOR THE GOOD OF THE ORDER

None

ADJOURNMENT

The meeting was adjourned at 10:25 a.m.

South Bay Area Schools Insurance Authority Statement of Net Position As of March 31, 2016 and March 31, 2015

	Mar 31, '16	Mar, 31 '15
ASSETS		
Current Assets		
Checking/Savings		
WFB - Santa Clara County	\$ 3,728,381.26	\$ 3,707,122.52
WFB - Transfer Account	13,164.36	10,000.00
B of A Claims Trust Account	104,211.53	50,000.00
B of A - General Checking	 927,263.89	 1,218,919.95
Total Checking/Savings	4,773,021.04	4,986,042.47
Accounts Receivable		
Claim Recovery Receivable	1,162,348.44	546,998.16
Claims Deductibles	 249,951.04	 206,882.71
Total Accounts Receivable	 1,412,299.48	 753,880.87
Total Current Assets	6,185,320.52	5,739,923.34
Other Assets		
Prepaid Expenses		
Prepaid Contract Administration	37,500.00	37,500.00
Prepaid Excess Insurance	568,329.14	 603,312.64
Total Prepaid Expenses	 605,829.14	 640,812.64
Total Other Assets	605,829.14	640,812.64
TOTAL ASSETS	\$ 6,791,149.66	\$ 6,380,735.98
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	\$ 9,943.14	\$ 7,495.72
Claims Reserves	633,574.00	275,634.00
Deferred Revenue	841,645.44	 862,383.96
Total Current Liabilities	1,485,162.58	1,145,513.68
Long Term Liabilities		
IBNR	2,160,750.93	1,712,480.00
Unallocated Loss Adjustment	 267,000.00	 276,000.00
Total Long Term Liabilities	2,427,750.93	1,988,480.00
Total Liabilities	3,912,913.51	3,133,993.68
NET ASSETS		
Reserve for Shock Loss	2,500,000.00	2,500,000.00
Unrestricted Net Assets	82,691.75	244,700.97
Net Revenue Over Expenditures	 295,544.40	 502,041.33
Total Net Assets	\$ 2,878,236.15	\$ 3,246,742.30

South Bay Area Schools Insurance Authority Statement of Revenue, Expenses, and Changes in Net Position For the Quarter and Year to Date Ended March 31, 2016 and March 31, 2015

	Jar	1'16 - Mar '16	 ıl '15 - Mar '16	 ıl '14 - Mar '15
Revenue	Jul	. 10 11141 10	 ii io iiiai io	
Member Contributions				
Liability Contributions	\$	185,745.75	\$ 557,237.24	\$ 531,994.50
Property Contributions		379,342.75	1,138,028.25	1,268,253.75
Crime Policy		3,239.43	9,718.29	9,690.00
Administration		68,067.51	204,202.53	189,963.72
Loss Funding		205,250.02	 615,750.06	587,249.91
Total Member Contributions		841,645.46	 2,524,936.37	 2,587,151.88
Interest Income		-	11,880.79	7,832.15
Total Income		841,645.46	2,536,817.16	2,594,984.03
Expense				
General & Administrative				
Accounting Services		5,750.00	17,250.00	15,750.00
Accreditation Fee		-	4,500.00	-
Actuarial Study		5,200.00	5,200.00	-
Audit Expense - Claims		-	-	3,210.00
Audit Expense - Financial		-	12,110.00	11,870.00
Bank Service Charges		30.24	172.15	-
Conference		740.46	740.46	1,476.59
Dues & Membership		-	450.00	450.00
Legal		-	18,366.90	-
Loss Control		-	32,500.00	-
Supplies, Postage, Misc Expense		-	-	40.40
Total Administration		11,720.70	91,289.51	32,796.99
Program Administration				
Claims Management Fees		14,061.48	52,198.25	38,438.81
Contract Administration		37,500.00	 112,500.00	112,500.00
Total Program Administration		51,561.48	164,698.25	150,938.81
Total General and Administrative Expenses		63,282.18	255,987.76	183,735.80
Insurance Expense				
Excess Liability Policy		185,746.84	557,240.52	531,994.50
Excess Property Policy		379,342.80	1,138,028.40	1,268,253.48
Crime Policy		3,239.50	9,718.50	9,690.00
Total Insurance Expense		568,329.14	1,704,987.42	1,809,937.98
Claims Expenses				
Claims Payments		53,292.58	352,099.58	143,123.47
Claims Adjustment Account		(39,181.97)	(71,802.00)	(43,854.55)
Total Claims Expenses		14,110.61	280,297.58	99,268.92
Total Expenses		645,721.93	2,241,272.76	2,092,942.70
let Revenue Over Expenses	\$	195,923.53	\$ 295,544.40	\$ 502,041.33
let Position, Beginning			\$ 2,582,691.75	\$ 2,744,700.97
let Position, Ending			\$ 2,878,236.15	\$ 3,246,742.30

South Bay Area Schools Insurance Authority Statement of Revenues and Expenses - Budget vs. Actual For the Year to Date Ended March 31, 2016

	Jul '15 - Mar '16	Budget	\$ Over Budget	% of Budget
Revenue				
Member Contributions				
Liability Contributions	\$ 557,237.24	\$ 742,983.00	-185,745.76	75.0%
Property Contributions	1,138,028.25	1,517,371.00	-379,342.75	75.0%
Crime Policy	9,718.29	12,958.00	-3,239.71	75.0%
Administration	204,202.53	272,270.00	-68,067.47	75.0%
Loss Funding	615,750.06	821,000.00	-205,249.94	75.0%
Total Member Contributions	2,524,936.37	3,366,582.00	-841,645.63	75.0%
Interest Income	11,880.79	0.00	11,880.79	100.0%
Total Revenue	2,536,817.16	3,366,582.00	-829,764.84	75.35%
Expense				
General and Administrative Expenses				
General Expenses				
Accounting Services	17,250.00	23,000.00	-5,750.00	75.0%
Accreditation Fees	4,500.00	4,500.00	0.00	100.0%
Actuarial Study	5,200.00	7,210.00	-2,010.00	72.12%
Audit Expense - Financial	12,110.00	12,110.00	0.00	100.0%
Bank Service Charges	172.15	0.00	172.15	100.0%
Conference	740.46	2,500.00	-1,759.54	29.62%
Contingency	0.00	5,000.00	-5,000.00	0.0%
Dues & Membership	450.00	450.00	0.00	100.0%
Legal Expense - JPA	18,366.90	2,000.00	16,366.90	918.35%
Loss Control	32,500.00	100,000.00	-67,500.00	32.5%
Meeting Expense	0.00	500.00	-500.00	0.0%
Total General Expenses	91,289.51	157,270.00	-65,980.49	58.05%
Program Administration				
Claims Management Fees	52,198.25	65,000.00	-12,801.75	80.31%
Contract Administration	112,500.00	150,000.00	-37,500.00	75.0%
Total Program Administration	164,698.25	215,000.00	-50,301.75	76.6%
Total General and Administrative Expens	255,987.76	372,270.00	-116,282.24	68.76%
Insurance Expense				
Excess Liability Policy	557,240.52	742,983.00	-185,742.48	75.0%
Excess Property Policy	1,138,028.40	1,517,371.00	-379,342.60	75.0%
Crime Policy	9,718.50	12,958.00	-3,239.50	75.0%
Total Insurance Expense	1,704,987.42	2,273,312.00	-568,324.58	75.0%
Claims Costs				
Claims Payments	352,099.58	821,000.00	-468,900.42	
Claims Adjustment Account	-71,802.00	0.00	-71,802.00	
Total Claims Costs	280,297.58	821,000.00	-540,702.42	34.14%
Total Expense	2,241,272.76	3,466,582.00	-1,225,309.24	64.65%

South Bay Area Schools Insurance Authority General Checking Account

January 1, 2016 - March 31, 2016

Туре	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Bank o	f America - 61312	!						1,022,159.34
Check	01/13/2016	10195	James Marta & Company	Inv# 9285	Audit Expense - Financial		4,055.00	1,018,104.34
Check	01/13/2016	10196	Carl Warren & Company		B of A Claims Trust Account		9,511.91	1,008,592.43
Check	01/13/2016	10197	Carl Warren & Company	Nov & Dec Claims Mgmt Fees	Claims Management Fees		15,583.95	993,008.48
Check	01/15/2016			Service Charge	Bank Service Charges		5.26	993,003.22
Check	02/16/2016			Service Charge	Bank Service Charges		6.25	992,996.97
Deposit	02/24/2016			Deposit	Undeposited Funds	10,000.00		1,002,996.97
Check	02/24/2016	10198	Carl Warren & Company	Replenishment	B of A Claims Trust Account		22,794.10	980,202.87
Check	02/25/2016	10199	Carl Warren & Company	Claims Mgmt Fee January 2016	Claims Management Fees		4,858.80	975,344.07
Check	03/10/2016	10200	Carl Warren & Company	Replenishment	B of A Claims Trust Account		37,111.45	938,232.62
Check	03/10/2016	10201	Gilbert Associates, Inc.	Inv # 312188 - First Quarter 2016	Accounting Services		5,750.00	932,482.62
Check	03/10/2016	10202	Bickmore Risk Services	Inv # BRS-0013277	Actuarial Study		5,200.00	927,282.62
Check	03/16/2016			Service Charge	Bank Service Charges		18.73	927,263.89
Total Ba	ank of America - 6	1312				10,000.00	104,895.45	927,263.89
TOTAL						10,000.00	104,895.45	927,263.89

South Bay Area Schools Insurance Authority Check Register - Carl Warren Trust Account January 1, 2016 - March 31, 2016

Check	Payee	Check Date	DOL	Claim	Cov	Claimant	Action Code	Amount	Loss	Expense
10755	DAVIS & YOUNG, APLC	1/8/16	1/1/2013	1852921	LBI	SHENE, HARLEY	Payment	\$90.00	\$0.00	\$90.00
10756	KIM TIMOTEO	1/14/16	7/31/2012	1759488	APD	TIMOTEO, KIM	Payment	\$1,684.00	\$1,684.00	\$0.00
10757	PAUL PEROTTI	1/14/16	8/9/2010	1614389	LBI	Pham, Wendy	Payment	\$4,700.00	\$0.00	\$4,700.00
10758	PAUL PEROTTI	1/14/16	8/9/2010	1860076	LBI	GONZALEZ, ARLETH	Payment	\$4,700.00	\$0.00	\$4,700.00
10759	PAUL PEROTTI	1/14/16	8/23/2011	1865109	LBI	DUONG, BECKY	Payment	\$4,700.00	\$0.00	\$4,700.00
10760	PAUL PEROTTI	1/14/16	8/24/2011	1868927	LBI	VILLARREAL, ISABEL	Payment	\$4,700.00	\$0.00	\$4,700.00
10761	KIRA MILLER	1/22/16	12/11/2015	1927819	APD	MILLER, KIRA	Payment	\$950.10	\$950.10	\$0.00
	Esmeralda Ruiz as Parent & Guardian of Kevin									
10762	Lopez, a minor	1/28/16	5/28/2015	1928898	LBI	LOPEZ, KEVIN	Payment	\$1,270.00	\$1,270.00	\$0.00
10763	DAVIS & YOUNG, APLC	2/3/16	1/27/2015	1908841	LPI	Quevedo, Emiliano	Payment	\$615.00	\$0.00	\$615.00
10764	DAVIS & YOUNG, APLC	2/4/16	9/15/2015	1924030	LPI	DOE, JANE	Payment	\$2,217.50	\$0.00	\$2,217.50
10765	DAVIS & YOUNG, APLC	2/4/16	1/27/2015	1908841	LPI	URIZAR, ISMAEL	Payment	\$1,595.00	\$0.00	\$1,595.00
10766	DAVIS & YOUNG, APLC	2/4/16	9/21/2013	1894367	LPI	PERRIZO, KAYDEN	Payment	\$1,572.77	\$0.00	\$1,572.77
10767	DAVIS & YOUNG, APLC	2/4/16	1/27/2015	1908841	LPI	Maldonado, Adrian	Payment	\$1,002.55	\$0.00	\$1,002.55
10768	DAVIS & YOUNG, APLC	2/4/16	7/31/2012	1859899	LPI	MCELROY, GEORGE	Payment	\$6,746.51	\$0.00	\$6,746.51
	Sonny M. Ayson & Josie A. Ayson as Parent &									
10769	Guardian of Mark Ayson	2/19/16	5/21/2015	1926082	LBI	AYSON, MARK	Payment	\$602.24	\$602.24	\$0.00
10770	DAVIS & YOUNG, APLC	2/23/16	1/27/2015	1908841	LPI	URIZAR, ISMAEL	Payment	\$715.33	\$0.00	\$715.33
10771	DAVIS & YOUNG, APLC	2/23/16	11/7/2013	1885371	LBI	PERRY, AUSTIN	Payment	\$9,590.59	\$0.00	\$9,590.59
10772	DAVIS & YOUNG, APLC	2/23/16	9/21/2013	1894367	LPI	PERRIZO, KAYDEN	Payment	\$1,459.10	\$0.00	\$1,459.10
10773	DAVIS & YOUNG, APLC	2/23/16	7/31/2012	1859899	LPI	MCELROY, GEORGE	Payment	\$10,994.86	\$0.00	\$10,994.86
10774	MARISELA BADILLO	3/8/16	2/11/2016	1931444	LPD	BADILLO, MARISELA	Payment	\$230.78	\$230.78	\$0.00
10775	SAMUELSON, WILSON & ROES	3/15/16	9/21/2013	1894367	LPI	PERRIZO, KAYDEN	Payment	\$9,960.81	\$0.00	\$9,960.81
10776	DIANA VOLTA	3/16/16	10/5/2015	1923578	APD	VOLTA, DIANA	Payment	\$250.00	\$250.00	\$0.00
								\$70,347.14	\$4,987.12	\$65,360.02

Claims (Checking	Account
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Beginning Bank Balance @ 1/1/16	\$ 103,395.77
Deposits - Transfers from general account	69,417.46
Recoveries	1,745.44
Claim payments	-\$70,347.14
Ending Bank Balance @ 3/31/16	\$ 104,211.53



Agenda Item F.

CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54956.95

ACTION ITEM

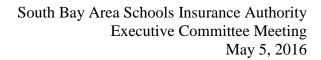
ISSUE: Pursuant to Government Code Section 54956.95, the Executive Committee will hold a Closed Session to discuss the following claim:

1. Jane Doe vs. Santa Clara Unified School District

RECOMMENDATION: The Program Administrator cannot make a recommendation at this time as the subject matter is confidential.

FISCAL IMPACT: To be determined

ATTACHMENTS: None





Agenda Item G.1

ADMINISTRATION CONTRACT

INFORMATION ITEM

EXPLANATION: SBASIA's administration contract with Alliant Insurance Services expires on June 30, 2016. Staff will present a new contract with a three year term to be reviewed by the Executive Committee prior to being presented to the Board of Directors for approval.

The proposed annual fee for each of the three years is \$160,000 with an option to extend the contract for two more years at annual fee of \$164,800.

ATTACHMENTS: Alliant Insurance Services Administration Contract for Period of July 1, 2016 – June 30, 2019

BROKERAGE, RISK MANAGEMENT AND PROGRAM ADMINISTRATION CONTRACT

This Agreement, made and entered into effective July 1, 2016, between South Bay Area Schools Insurance Authority, a Joint Powers Authority, hereinafter referred to as SBASIA, and Alliant Insurance Services, Inc. hereinafter referred to as "Program Administrator."

WITNESSETH

WHEREAS, this Agreement supersedes all previous agreements between SBASIA, prior Brokers, Administrators, and the Program Administrator, and

WHEREAS, SBASIA requires insurance brokerage, risk management and Joint Powers Authority (JPA) program administration services, and

WHEREAS, the Program Administrator specializes in public entity risk management and program administration services, and

WHEREAS, SBASIA desires to engage the Program Administrator to administer SBASIA's programs.

NOW THEREFORE, the parties hereto, for and in consideration of the promises and covenants hereinafter contained to be kept and performed do agree as follows:

- A. <u>PROGRAM ADMINISTRATION SERVICES:</u> Program Administrator agrees to provide the following services to the satisfaction of the Board of Directors of SBASIA:
 - 1. Act as "key contact" for all SBASIA Members. Act upon request as a liaison for communications among or between all parties involved in the Programs including SBASIA, its participating Members, insurance carriers and others;
 - 2. Provide to the Members ongoing review of coverages provided by SBASIA programs, insurance carriers or other joint powers authorities;
 - 3. Meet with Members as requested and necessary;
 - 4. Issue, modify as directed, and maintain memorandum of coverage forms and policy forms;
 - 5. Develop, issue and maintain certificates of coverage/insurance on behalf of SBASIA. Deliver binders and other evidences of insurance within ten (10) calendar days after the placement of any insurance under the Programs to be effective until such time as the policy or policies for the placement are received by SBASIA from the insurance carriers and coverage providers. Such binders shall be signed by an authorized agent or employee of the insurance carrier. The Program Administrator shall use best efforts to secure a correct policy or policies within ninety (90) days of placement of any insurance under the Programs. The Program Administrator shall not be responsible for the failure of Members of

SBASIA to make premium payments. Negotiate broad coverages, utilizing special forms and endorsements where required. Provide SBASIA with renewal premium information at least sixty (60) days prior to expiration (given that the insurers have provided that information to the Program Administrator);

- 6. Provide ongoing information on the status of the insurance industry and other public entity risk management providers;
- 7. Provide advice on appropriate risk retention versus risk transfer. Advise SBASIA regarding current property appraisals and inventory;
- 8. Prepare and distribute Executive Committee and Board of Directors agendas, arrange for meetings facilities and other general administration functions;
- 9. Attend Board of Director and Committee meetings;
- 10. Record and distribute minutes of Board or Committee meetings to Members of the Board or Committee;
- 11. Maintain the SBASIA Website;
- 12. Act as a central "clearing house" for dissemination of information. Answer the Members' questions and explain the various clauses in policy contracts. Counsel SBASIA regarding its contractual relationships and legislation, ordinances, or filing affecting its interests as they relate to risk and insurance matters;
- 13. Request, when appropriate, and maintain copies of, Conflict of Interest Form No. 700 from the Directors and Alternates of SBASIA and any other consultants required to file such forms;
- 14. Assist Members in use of insurance requirements in contracts. Assist districts in developing and implementing appropriate risk management programs for identified exposures;
- 15. Coordinate claims administration with SBASIA and third party administrators. Assist SBASIA and, where applicable, SBASIA's third party administrator in settlement issues with excess pools or insurance carriers. However, it is understood and agreed that the Program Administrator is not providing claims management services under this Agreement;
- 16. Assist, as may be required, with annual financial audits conducted by SBASIA's auditors;
- 17. Monitor loss runs of SBASIA programs and advise SBASIA of apparent trends;
- 18. Provide assistance in arranging an independent actuarial study as directed by SBASIA. The actuarial study will assist in providing loss and funding estimates.

- 19. Coordinate matters of safety/loss control and in the development of loss prevention materials. Identify, review and comment on loss-control activities. At Members' expense, provide Loss Control spot checks and inspections for Member Districts:
- 20. Assist in development of new programs, but limited to Program Administrator's expertise and resources;
- 21. Perform underwriting evaluations and recommendations on Districts/Agencies applying for membership to SBASIA. Assist in solicitation of new Member Districts/Agencies;
- 22. Maintain a suitable back-up and recovery system for data and implement processes for the protection of electronic data including a written policy with respect to:
 - a. Disaster recovery
 - b. Physical and electronic data security
 - c. Electronic data retention
- B. <u>DESIGNATION OF BROKER AND BROKERAGE SERVICES:</u> SBASIA hereby engages and designates Program Administrator to act as SBASIA's insurance broker and fiduciary and perform all customary duties of an insurance broker for SBASIA's Programs including without limitation:
 - 1. Develop marketing specifications based upon an evaluation of SBASIA's loss exposures and which address such exposures;
 - 2. Evaluate quotations as to the adequacy of coverages, appropriate retention levels and restrictions in coverage, the existence of warranties, concurrency of coverage, and suitability of forms;
 - 3. Evaluate the financial status and service capabilities of insurers making quotations of coverage under the Programs, based upon available data. SBASIA recognizes and agrees that Program Administrator is not responsible for any change in the financial condition of any insurance carrier or Joint Powers Authority after an insurance placement is made;

C. COMPENSATION:

SBASIA shall pay annual compensation to Program Administrator for services rendered under Sections A and B of this Agreement. Except as otherwise expressly provided in this Section C, the compensation payable during this Agreement shall be in accordance with the provisions of Addendum A to this Agreement.

If at any time during this Agreement, a new member joins SBASIA, Program Administrator's compensation shall be adjusted at a rate to be determined based on the Average Daily Attendance (ADA) of the new member and the effective date the member joins SBASIA.

If at any time during this Agreement, new programs are developed and implemented or new services provided, Program Administrator's compensation shall be adjusted as negotiated between the parties.

With respect to insurance and other coverage placed by the Program Administrator acting as SBASIA's insurance broker under Section B above, and as a part of Program Administrator's compensation under this Agreement, Program Administrator shall, to the extent it is legally entitled to do so, endeavor to collect commissions and placing fees from insurers and other coverage providers with whom Program Administrator places SBASIA's insurance and/or other forms of coverage.

For the purposes of this Agreement, the term "commissions and placing fees" refers to monetary consideration paid to Program Administrator by an insurer or coverage provider with respect to a specific placement of insurance and/or other forms of coverage with the insurer/coverage provider. The term does <u>not</u> include:

- 1. Payments made to Program Administrator or its affiliates with respect to the indirect consequences of the placement of insurance and/or other coverage on behalf of SBASIA such as, for example, contingent payments or allowances based on the overall levels of premiums for insurance/other coverage placed by Program Administrator with an insurer/coverage provider.
- D. TAXES AND FEES, INDIRECT INCOME AND USE OF INTERMEDIARIES: Surplus Lines Fees and Taxes: In certain cases, placements made by the Program Administrator on behalf of SBASIA may require the payment of surplus lines assessments, taxes and/or fees to state regulators, boards or associations. Such assessments, taxes and/or fees will be charges to SBASIA and identified separately on invoices covering these placements. The Program Administrator shall not be responsible for the payment of any such fees, taxes or assessments except to the extent such taxes or fees have been collected by the Program Administrator from SBASIA.

During the time of this Agreement, Program Administrator will annually disclose all Compensation received by Program Administrator in connection with any insurance placements on behalf of SBASIA under the Program Administrator's Transparency and Disclosure policy:

"Transparency and Disclosure – Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of our brokerage clients. We adhere to an established conflict of interest code that rejects any form of broker incentives that would result in business being placed with carriers in conflict with our clients' interests. We operate with full transparency and disclosure and regard all aspects of our broker services and compensation arrangements to be appropriate topics for discussion. Clients are encouraged to contact us with any questions regarding our policies and practices."

In addition to the Compensation that Program Administrator receives, its related entity, Alliant Underwriting Services ("AUS") may receive compensation from Program Administrator and/or a carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, the related entities of Alliant Business Services and/or Strategic HR may receive compensation from Program Administrator and/or a carrier for providing designated, value-added services. Services contracted for by SBASIA directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Program Administrator and/or the carrier.

- E. <u>TERM:</u> The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2019. SBASIA shall have an option to extend this Agreement for up to two additional annual periods, exercisable by SBASIA by notifying Program Administrator of such request for an extension 60 days prior to the anniversary date. This Agreement shall then have an anniversary date each July 1st, for the purpose of renewing compensation, services and extensions.
- F. OBLIGATIONS OF SBASIA: The Board of Directors of SBASIA are responsible for directing the operations of SBASIA to assure proper management and financial solvency, including the establishment of underwriting and rating guidelines. responsible for its compliance with all-applicable statutes and regulations. SBASIA should consult its own professionals regarding legal, financial auditing, tax and investment matters that may arise in the formation and operation of SBASIA. SBASIA will reasonably cooperate with the Program Administrator in the performance of the Program Administrator's brokerage, risk management and program administration duties by providing the Program Administrator, where available, reasonably complete and accurate information as to SBASIA's loss experience risk exposures and any other pertinent information that the Program Administrator requests. SBASIA shall promptly review coverage documents concerning the Programs delivered by the Program Administrator for consistency with SBASIA's specifications. SBASIA shall designate one or more officers or committees of SBASIA or an outside consultant to receive and provide significant intervening substantive review, and independently evaluate any and all recommendations or proposals made to SBASIA by the Program Administrator which are significant, substantive in nature and under which any benefit shall accrue to the

Program Administrator or the Program Administrator's affiliates. Such committees and/or outside consultants shall then provide their own recommendations concerning such matters to the Board of Directors of SBASIA, having ultimate decision making authority on such matters.

Notwithstanding any other provision herein, SBASIA shall be entitled to rely upon any information or representations made by the Program Administrator in the performance of any of its obligations.

- G. <u>NON-ASSIGNABILITY:</u> Both parties hereto recognize that this Agreement is one for personal services and cannot be assigned in whole or in part by either party without the prior written consent of the other party. Prior to a change in Account Officers, assigned to provide service to SBASIA in program administration, the Program Administrator shall endeavor to provide 45 days written notice. SBASIA shall retain the right to reject the assignment of new account officers.
- H. <u>NOTICES</u>: All notices hereunder shall be given in writing and mailed, postage prepaid, be certified mail, addressed as follows:

TO SBASIA: The Then Current President of SBASIA

at the address on file with SBASIA

TO PROGRAM ADMINISTRATOR: Mr. Matthew Gowan

Senior Vice President

Alliant Insurance Services, Inc. 2180 Harvard St, Suite 460 Sacramento, CA 95815

I. <u>ENTIRE AGREEMENT; MODIFICATION; INTERPRETATION:</u> This Agreement sets forth the full and final understanding of the parties as respects the matters described herein, and supersedes any and all prior Agreements and understandings between them, whether written or oral with respect to the subject matter hereof. This Agreement may be amended but then only in a written addendum to this Agreement executed by the parties. This Agreement shall be governed by the law of the State of California. If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative or administrative action, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person, firm or corporation other than the parties hereto their parents, subsidiaries, successors and assigns, any rights or remedies by reason of this Agreement.

J. <u>TERMINATION OF CONTRACT:</u> SBASIA or the Program Administrator can terminate this Agreement at any time by giving the other party 90 days written notice. Should this Agreement be terminated pursuant to this Section prior to the end of this Agreement's term, the Program Administrator shall be entitled to retain as earned compensation for its program services, a prorated portion of the fees paid pursuant to Section C by SBASIA. Fees and commissions charged by the Program Administrator for all other compensation shall be considered fully earned upon termination of the Agreement.

In the event of termination, Program Administrator shall promptly deliver to SBASIA all products, files, records, computations, quotations, studies, minutes, and other data and records, prepared or obtained in connection with this Agreement, which is the permanent property of SBASIA.

K. <u>INDEMNIFICATION AND INSURANCE:</u>

- 1. Program Administrator agrees to indemnify, hold harmless, reimburse and defend SBASIA at all times against any claim, costs, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature incurred by or imposed upon SBASIA, and based upon any error or omission of Program Administrator, its agents or employees, with respect to the services provided by Program Administrator under this Agreement, provided that Program Administrator shall not be required to indemnify, hold harmless, reimburse and defend to the extent that the error or omission arises from Alliant Insurance Services' reliance on information provided by SBASIA or from Alliant Insurance Services' following instructions from SBASIA. In the event that SBASIA tenders its defense in any such claim, etc., to Program Administrator, and Program Administrator accepts such tender, the defense of SBASIA shall be conducted by counsel selected and paid by Program Administrator.
- 2. Program Administrator shall maintain Professional Liability insurance coverage sufficient to fulfill its obligations.
- 3. Program Administrator shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the work by the Program Administrators.
- 4. The Program Administrator shall maintain limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
 - b. Workers' Compensation as required by the State of California.
 - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

d. Errors and Omissions Liability: \$1,000,000 per occurrence or claim.

Any deductible or self-insured retention must be declared to and approved by SBASIA.

IN WITNESS WHEREOF, SBASIA has caused this contract to be executed by its President, and Program Administrator has caused the same to be executed by its duly authorized officer, all as of the day and year first above written.

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY,

A JOIN	T POWERS AUTHORITY	
By:		_
Title:		
Date:		
ALLIA	NT INSURANCE SERVICES, INC.	
By:		
Title:		
Date:		

ADDENDUM A - COMPENSATION FOR SERVICES

COMPENSATION FOR SERVICES UNDER SECTION A AND B OF THE RISK MANAGEMENT AND PROGRAM ADMINISTRATION CONTRACT

Pursuant to Section C of this Agreement, effective July 1, 2016 through June 30, 2019, as annual compensation to the Program Administrator for the services rendered hereunder, the Program Administrator may collect the compensation set forth below.

The Program Administrator shall be paid a fee of \$160,000 annually.

Program Administrator compensation will be adjusted proportionally for any additions in membership or additional services.

If this Agreement is extended (see Section E. Term), the annual fee will be as follows:

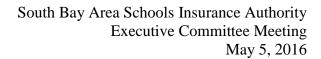
2019-2020 \$164,800

2020-2021 \$164,800

IN WITNESS WHEREOF, SBASIA has caused this contract to be executed by its President, and Program Administrator has caused the same to be executed by its duly authorized officer, all as of the day and year first above written.

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY, A JOINT POWERS AUTHORITY

By:	
Title:	
Date:	
	INSURANCE SERVICES, INC.
By:	
Title:	





Agenda Item G.2

SAFETY CREDITS

INFORMATION ITEM

EXPLANATION: At its March 3, 2016 meeting, the Executive Committee discussed various models that could be used for issuing safety credits to members. The Executive Committee suggested this item be brought back for further discussion including ideas about how safety credits can be used.

ATTACHMENTS: None



Agenda Item G.3

UNDERWRITING POLICY

ACTION ITEM

ISSUE: The Executive Committee should review and, if appropriate, adopt the underwriting policy with changes recommended by CAJPA.

RECOMMENDATION: The Program Administrator recommends adoption of the underwriting policy.

FISCAL IMPACT: None

BACKGROUND: The JPA has to be re-accredited with CAJPA every three years. CAJPA granted the JPA Full Accreditation effective February 2, 2016 for three years pending a few changes to the underwriting policy. Staff has incorporated the CAJPA recommended changes into the underwriting policy.

ATTACHMENTS: Underwriting Policy

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY UNDERWRITING POLICY

I. PURPOSE

Establishing underwriting criteria ensures that South Bay Area Schools Insurance Authority programs are analyzed for risk exposures, funding requirements and compatibility between members.

The purpose of the underwriting process is to provide the most accurate evaluation of a potential new member, existing members and overall program. This process is used to assess if a new member is a good risk and fit with existing membership. In addition, the underwriting process is used for existing members to determine member contributions.

II. UNDERWRITING CRITERIA

Potential new members are required to submit the following information for evaluation:

- Liability Questionnaire
- Average Daily Attendance (ADA)
- Property Schedule
- Liability and Property loss runs for the last five years
- Premium history for the last five years
- Safety and loss control program information

The Executive Committee will evaluate the underwriting information and make a recommendation to the Board of Directors as to whether the prospective member should be accepted into the JPA.

III. POST APPROVAL PROCESS

Should approval be granted by the Board of Directors, the new member will execute the Joint Powers Agreement thereby agreeing to the minimum three year participation period and agreeing to abide by all JPA governing documents and program documents.

IV. CONTRIBUTION ALLOCATION

In accordance with the JPA's Program Document, an annual contribution for each member and any potential new member will be calculated utilizing:

(1) Deposit for the shared risk layer using actuarially determined loss rate

The shared risk layer includes Liability and Property coverage. The deposit for the shared risk layer will be calculated as follows:

- (a) Liability deposit- calculated for each member in the same proportion as their ADA is to the total ADA for all members
- (b) Property deposit- calculated for each member in the same proportion as their property values are to the total property values for all members

This amount is then multiplied by an Experience Modification Factor for each member.

- (2) Charge for excess insurance coverage
 - (a) Liability premium- calculated for each member in the same proportion as their ADA is to the total ADA for all members
 - (b) Property premium- calculated for each member in the same proportion as their property values are to the total property values for all members
- (3) Charge for administrative expenses of the program

The administrative expenses for each member will be the same percentage of total administrative expenses as the member's Liability and Property premiums for excess coverage are to the total Liability and Property premiums for all members.

V. REVIEW OF UNDERWRITING POLICY

The underwriting policy will be reviewed by the Executive Committee at least once every three years. It shall be reviewed to ensure it adequately measures risks and adequately allocates costs by using the JPA's Program Document guidelines for actuarially sound program years, dividends, assessments and target surplus funding policy.



Agenda Item G.4

SLATE OF OFFICERS FOR JUNE 16, 2016 MEETING

INFORMATION ITEM

EXPLANATION: The Executive Committee should review the slate of officers to present to the Board of Directors at their June 16, 2016 meeting. Each June, the Board of Directors elects the Executive Committee officers and a Member at Large for the annual term of office beginning July 1. At the March meeting, the Executive Committee decided to present the following slate of officers:

President: Mr. James Crawford, Campbell Union School District Vice President: Ms. Nelly Yang, Evergreen School District Treasurer: Mr. Mark Allgire, Santa Clara Unified School District Secretary: Ms. Barbara Coats, Santa Clara County Office of Education Member at Large: Ms. Phuong Le, Berryessa Union School District

ATTACHMENTS: None



Agenda Item H.1

PRELIMINARY REVENUE AND EXPENSE BUDGET FOR JULY 1, 2016 - 2017

INFORMATION ITEM

EXPLANATION: Staff presented a preliminary revenue and expense budget at the March 3, 2016 meeting showing allocation of premium, loss funding and expenses for the insurance renewals and administrative contracts effective July 1. This document provides preliminary indications of cost to members which will assist them in development of their own District budgets.

The budget has been updated to include the most current estimated rate for the Excess Liability premium.

ATTACHMENTS: None