## CERTIFICATE OF RESOLUTIONS APPROVING MULTIYEAR RATE GUARANTEE AGREEMENT

WHEREAS, pursuant to authority under Article VII of the Illinois Constitution of 1970 and Section 6 of the Illinois Intergovernmental Cooperation Act, the Illinois Association of School Boards Workers' Compensation Self-Insurance Trust ("WCSIT") was established as an intergovernmental cooperative undertaking pursuant to the Illinois Association of School Boards Workers' Compensation Self-Insurance Trust Agreement ("Trust Agreement") to implement joint self-insurance of workers' compensation and employers' liability risks and other risks among the school districts that execute the Illinois Association of School Boards Workers' Compensation Self-Insurance Trust Pooling Agreement ("Pooling Agreement") and thereby become members of WCSIT ("Members");

WHEREAS, the District desires to execute the Pooling Agreement and become (or remain) a Member of WCSIT so that the District can participate in WCSIT's joint self-insurance program for workers' compensation and employers' liability risks and other risks;

WHEREAS, WCSIT provides a multiyear Rate Guarantee Agreement under its joint insurance program for workers' compensation and employers' liability risks and other risks;

WHEREAS, the District desires to have the benefits of WCSIT's multiyear Rate Guarantee Agreement from\_\_\_\_\_\_\_\_\_;

WHEREAS, the District desires to enter into such multiyear Rate Guarantee Agreement;

<u>WHEREAS, the Board understands and acknowledges that pursuant to the</u> <u>multivear Rate Guarantee Agreement the District's rates will remain the same during the</u> <u>entire term of such Rate Guarantee Agreement; however, total contribution may change</u> <u>because of changes in risk and exposure factors, which factors are expressed in part</u> <u>through an experience modification number and include but are not limited to payroll and</u> <u>class of employees, and</u>

WHEREAS, the Board understands and acknowledges that the District will be obligated to remain a Member of WCSIT for the entire term of the multiyear Rate Guarantee Agreement and that if the District were to attempt to withdraw or fail to pay the entire amount of the contributions due for the entire term of the multiyear Rate Guarantee Agreement, the District would be obligated to pay the total amount of contribution(s) due and/or the total amount that would have been due under Coverage Agreement(s), which

# were in effect and/or would have been in effect but for termination of the District's membership in WCSIT, during the entire term of the Rate Guarantee Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the District agrees to fulfill (or to continue to fulfill) the obligations of a Member under the terms of the Pooling Agreement and Trust Agreement and any By-Laws and Rules that may be adopted by the Board of Trustees of WCSIT from time to time and to be obligated under a multiyear Rate Guarantee Agreement pursuant to its terms; copies of such agreements will be entered in the minute book immediately after these resolutions.

FURTHER RESOLVED, the Superintendent, for and on behalf of the District, is authorized and directed to execute the Pooling Agreement, Rate Guarantee Agreement and any other related documents and to do any other acts that are required to commence (or continue) membership in WCSIT and participate in the Rate Guarantee Agreement.

Date:

Secretary

# RATE GUARANTEE AGREEMENT

THIS RATE GUARANTEE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and among the Trustees of the WORKERS' COMPENSATION SELF-INSURANCE TRUST ("WCSIT") and \_\_\_\_\_ (the "District"), which is or will be a Member of WCSIT.

#### WITNESSETH

WHEREAS, the Board of Trustees of WCSIT desires to provide a thirty-six (36) month rate guarantee to its Members which agree to remain a member of WCSIT during the term of such rate guarantee: and

WHEREAS, the District desires to have the benefit of such rate guarantee and remain a Member of WCSIT during the term of such rate guarantee.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Trustees and the District hereby agree as follows:

1. During the thirty-six (36) month term of this Agreement, which incepts on July 1, 2009, the Board agrees and guarantees that the rates promulgated by the National Council on Compensation Insurance ("NCCI") for use as of July 1, 2009, will be used to calculate contributions due under the Coverage Agreement issued to the District during the term of this Agreement.

2. During the thirty-six (36) month term of this Agreement, the District agrees to maintain its membership in WCSIT by entering into successive WCSIT Pooling Agreements that are of even date with the Coverage Agreement issued by WCSIT. The District further agrees to promptly remit to WCSIT all contributions due for coverage under such Coverage Agreement.

3. Regarding the rate guarantee, the District acknowledges that changes in risk and exposure factors (which factors are expressed in part through an experience modification number and include, but are not limited to, payroll and class of employees) will cause the total contribution due under its Coverage Agreement to increase or decrease even though the NCCI rates remain the same.

4. The District acknowledges that pursuant to the terms of the WCSIT Pooling Agreement it can be terminated for failure to remit contributions and for other reasons. The District further acknowledges that a terminated Member is obligated to pay to WCSIT within thirty (30) days after the effective date of termination (i) all contributions under its prior Coverage Agreements, and (ii) all contributions that are due and/or would have been due pursuant to Coverage Agreement(s), which were in effect and/or would have been in effect but for termination of membership in WCSIT, until the expiration of this Agreement. The District further acknowledges that for purposes of calculating total contributions due after termination, which amount will be due as liquidated damages and not as a penalty, it will be assumed that there are no changes in risk and exposure factors reported for the Coverage Agreement during which the Member is terminated, unless the Board determines that some other risk and exposure factors should be used for calculating such contributions.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Illinois applicable to agreements made and to be wholly performed in such state.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized.

> WORKERS' COMPENSATION SELF INSURANCE TRUST

By: Jer M Chintos Its Chairman of the Board

School District Name and Number

Street Address

City, State and Zip Code

Date: 5/7/09

\_\_\_\_\_ Date: \_\_\_\_\_

# CERTIFICATE OF RESOLUTIONS APPROVING MULTIYEAR RATE GUARANTEE AGREEMENT

WHEREAS, pursuant to authority under Article VII of the Illinois Constitution of 1970 and Section 6 of the Illinois Intergovernmental Cooperation Act, the Illinois School District Agency ("ISDA") was established as an intergovernmental cooperative undertaking pursuant to the Illinois School District Agency Agreement ("ISDA Agreement") to implement joint selfinsurance of property and casualty risks and other risks among the school districts that execute the ISDA Agreement and thereby become members of ISDA ("Members");

WHEREAS, the District desires to execute the ISDA Agreement and become (or remain) a Member of ISDA so that the District can participate in ISDA's joint self-insurance program for property and casualty risks and other risks;

WHEREAS, ISDA provides a multiyear Rate Guarantee Agreement under its joint insurance program for property and casualty risks and other risks;

WHEREAS, the District desires to have the benefits of ISDA's multiyear Rate Guarantee Agreement from\_\_\_\_\_\_\_ to \_\_\_\_\_;

WHEREAS, the District desires to enter into such multiyear Rate Guarantee Agreement;

WHEREAS, the Board understands and acknowledges that pursuant to the multiyear Rate Guarantee Agreement the District's rates will remain the same during the entire term of such Rate Guarantee Agreement; however, total contribution may change because of changes in risk and exposure factors, which factors include but are not limited to property values, average daily student attendance, receipts from school events, teacher census and number and type of vehicles; and

<u>WHEREAS, the Board understands and acknowledges that the District will be</u> <u>obligated to remain a Member of ISDA for the entire term of the multiyear Rate</u> <u>Guarantee Agreement and that if the District were to attempt to withdraw or fail to pay the</u> <u>entire amount of the contributions due for the entire term of the multiyear Rate Guarantee</u> <u>Agreement, the District would be obligated to pay the total amount of contribution(s) due</u> <u>and/or the total amount that would have been due under Plan(s) of Coverage, which were</u> <u>in effect and/or would have been in effect but for termination of the District's membership</u> <u>in ISDA, during the entire term of the Rate Guarantee Agreement.</u>

NOW, THEREFORE, BE IT RESOLVED, that the District agrees to fulfill (or to continue to fulfill) the obligations of a Member under the terms of the ISDA Agreement and any

By-Laws and Rules that may be adopted by the Board of Regents of ISDA from time to time and to be obligated under a multiyear Rate Guarantee Agreement pursuant to its terms; copies of such ISDA Agreement and Rate Guarantee Agreement shall be entered in the minute book immediately after these resolutions.

FURTHER RESOLVED, the Superintendent, for and on behalf of the District, is authorized and directed to execute the ISDA Agreement, the Rate Guarantee Agreement and any other related documents and to do any other acts that are required to commence (or continue) membership in ISDA and participate in the Rate Guarantee Agreement.

Date:

Secretary

# RATE GUARANTEE AGREEMENT

THIS RATE GUARANTEE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2009, between the ILLINOIS SCHOOL DISTRICT AGENCY ("ISDA") and \_\_\_\_\_\_ (the "District"), which is or will be a Member of ISDA.

#### WITNESSETH

WHEREAS, the Board of Regents of the ISDA desires to provide a thirty-six (36) month rate guarantee to its Members which agree to remain a member of ISDA during the term of such rate guarantee: and

WHEREAS, the District desires to have the benefit of such rate guarantee and remain a Member of ISDA during the term of such rate guarantee.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Trustees and the District hereby agree as follows:

1. During the thirty-six (36) month term of this Agreement, which incepts on July 1, 2009, the Board agrees and guarantees that the rates promulgated by Insurance Services Office, Inc. ("ISO") for use as of July 1, 2009, will be used to calculate contributions due under the Plan(s) of Coverage issued to the District during the term of this Agreement.

2. During the thirty-six (36) month term of this Agreement, the District agrees to maintain its membership in ISDA by entering into successive ISDA Agreements that are of even date with the Plans of Coverage issued by ISDA. The District further agrees to promptly remit to ISDA all contributions due for coverage under such Plans of Coverage.

3. Regarding the rate guarantee, the District acknowledges that changes in risk and exposure factors (which factors include but are not limited to property values, average daily student attendance, receipts from school events, teacher census and number and type of vehicles) will cause the total contribution due under its Plans of Coverage to increase or decrease even though the ISO rates remain the same.

4. The District acknowledges that pursuant to the terms of the ISDA Agreement it can be terminated for failure to remit contributions and for other reasons. The District further acknowledges that a terminated Member is obligated to pay to ISDA within thirty (30) days after the effective date of termination (i) all contributions due for coverage under its prior Plans of Coverage, and (ii) all contributions that are due or would have been due pursuant to Plans of Coverage, which were in effect or would have been in effect but for termination of membership in ISDA, until the expiration of this Agreement. The District further acknowledges that for purposes of calculating total contributions due after termination, which amount will be due as liquidated damages and not as a penalty, it will be assumed that there are no changes in risk and exposure factors reported for the Plan of Coverage during which the Member is terminated, unless the Board determines that some other risk and exposure factors should be used for calculating such contributions.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Illinois applicable to agreements made and to be wholly performed in such state.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized.

ILLINOIS SCHOOD DISTRICT AGENCY 

By: \_\_\_\_\_\_ Its Board President or Superintendent

School District Name and Number

Street Address

City, State and Zip Code

Date: 52 

Date:

#### IASB INSURANCE COVERAGE RENEWAL COST COMPARISON GENESEO CUSD #228

Property Package	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005	2003-2004
Property (incl. extra expense)	\$97,464	\$102,112	\$113,458	\$107,036	\$86,256	\$77,151	\$72,778
General Liability	\$18,097	\$19,655	\$21,839	\$21,839	\$21,839	\$20,081	\$19,496
Umbrella(\$10 million)	\$8,720	\$10,465	\$11,323	\$13,830	\$12,843	\$12,636	\$10,980
Automobile	\$13,675	\$13,766	\$15,668	\$16,256	\$17,178	\$15,495	\$15,174
Boiler and Machinery	incl. in pkg	incl in pkg	incl in pkg				
Crime	\$424	\$463	\$917	\$917	\$914	\$820	\$593
Inland Marine Coverage	\$3,536	\$3,751	\$4,394	\$4,414	\$4,384	\$3,914	\$4,153
Appraisal Services	\$2,000						
Total Pkg	\$143,916	\$150,212	\$167,599	\$164,292	\$143,414	\$130,097	\$123,174
Percent. Increase	-4.37%	-11.60%	2.00%	14.50%	10.00%	5.62%	12.68%
Workers Compensation							
Package	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005	2003-2004
Workers Compensation	\$128,784	\$117,555	\$139,555	\$119,487	\$113,496	\$111,326	\$100,144
less dividend			\$11,505				\$2,524
Net Workers Compensation							
Insurance	\$128,174	\$117,555	\$128,050	\$119,487	\$113,496	\$111,326	\$97,620
Percent. Increase	9.00%	-8.92%	7.10%		1.90%	14.04%	
Treasurer's Bond	Included	Included	Included	Included	Included	Included	Included
School Leaders Errors &							
Ommissions	Included	Included	Included	Included	Included	Included	Included
Student Accident Insurance	Included	Included	Included	Included	Included	Included	Included
Student Catastrophic Ins	Included	Included	Included	Included	Included	Included	Included
	-						
TOTAL							
PROPERTY/CASUALTY	\$272,090	\$267,767	\$295,649	· · ·	· · ·	· · ·	· · · ·
AND WORKERS COMP PKG	1.61%	-10.41%	4.20%	10.50%	6.40%	9.34%	4.15%

### ROCK RIVER COOPERATIVE SCHOOL IASB INSURANCE COVERAGE RENEWAL COST COMPARISON

Property Package	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005
Property (incl. extra expense)	\$3,678.00	\$3,698.00	\$3,746.00	\$6,042.00	\$5,493.00	\$5,231.00
General Liability	\$781.00	\$772.00	\$986.00	\$1,038.00	\$944.00	\$899.00
Umbrella (\$6 million)	\$2,839.00	\$3,926.00	\$5,088.00	\$5,712.00	\$4,765.00	\$5,182.00
Automobile	\$368.00			•		
Boiler and Machinery	incl in pkg					
Crime	incl in pkg					
Inland Marine Coverage	\$528	\$553	\$597	\$543	\$494	\$470
Appraissal Services	\$95					
TOTAL	\$8,289.00	\$9,312.00	\$10,780.00	\$13,665.00	\$11,996.00	\$12,068.00
Percent. Increase	-12.3%	-15.8%	-21.1%	13.9%	-0.6%	9.6%
Workers Compensation						
Package	2008-2009	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005
Workers Compensation	\$4,238.00	\$3,915.00	\$4,024.00	\$4,006.00	\$3,747.00	\$3,677.00
Less dividend			\$399.80			
Net Workers						
Compensation Insurance	\$4,238.00	\$3,915.00	\$3,624.20	\$4,006.00	\$3,747.00	\$3,677.00
Percent. Increase	8.25%	8.00%	-9.50%	6.90%	1.90%	29.79%
School Leaders Errors &						
Ommissions	incl with W/C					
TOTAL						
PROPERTY/CASUALTY &						
WORKERS COMP. PKG.	\$12,527.00		· · ·		\$15,743.00	
PERCENT. INCREASE	-5.59%	-8.00%	-18.50%	12.20%	-0.01%	13.76%
Updated 5/29/09						