

Mansfield Independent School District
Business Procedures Manual
Section 7
Risk Management

7. INSURANCE REQUIREMENT INFORMATION

7.1. Facility Rentals

7.1.1. This category applies to any individual or organization (Churches, City Recreation Programs, Chamber of Commerce, Homeowner's Associations, etc.) *using/renting Mansfield ISD facilities* for meetings, training, conferences, sports events, or any other function. Users/renters are required to provide MISD with proof of insurance. *(See 7.6 for Insurance requirements by type of vendor/service)*

7.2. Professional Curriculum Services

7.2.1. This category applies to Professional Services provided by *licensed or certified individuals*, such as Teachers, Fine Arts, Tutors, Health Services, etc. Individuals are required to provide MISD with proof of insurance. *(See 7.6 for Insurance requirements by type of vendor/service)*

7.3. Contracted Services/Campus Entertainment Providers

7.3.1. This category applies to *Contractors/Vendors* providing goods and/or services for Mansfield ISD, including DJ's Bounce Houses, Carnivals, etc. Contractors/Vendors are required to provide MISD with proof of insurance. *(See 7.6 for Insurance requirements by type of vendor/service)*

7.4. Contracted Nurses/Student Health Services

7.4.1. This category applies to *private nurses* who accompany a student to school within Mansfield ISD.

7.4.2. Nurses are required to provide MISD with proof of professional liability. The policy can be either an individual policy obtained by the nurse, or a group policy purchased by the employer to provide coverage for the nurse. *(See 7.6 for Insurance requirements by type of vendor/service)*

7.5. Charter Bus

7.5.1. The following shall apply as indicated:

7.5.1.1. Contractor shall procure and maintain at its sole cost and expense for the duration of this 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 hereunder by Contractor, its agents, representatives, volunteers, employees or subcontractors. Contractor acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found therein. Contractor's insurance shall be primary and noncontributory with respect to Mansfield ISD (MISD), its Board, employees and volunteers. Contractors are required to provide MISD with proof of insurance. (See 7.6 for Insurance requirements by type of vendor/service)

7.5.1.1.1. To the extent that subcontractors may be used, Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7.5.1.1.2. The following standard insurance policies shall be required:

- (a) Commercial General Liability Policy
- (b) Workers' Compensation Policy
- (c) Automobile Liability Policy
- (d) Umbrella or Excess Liability

7.5.1.1.3. Approval, disapproval or failure to act by MISD regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Contractor from liability.

7.5.1.2. The following requirements are applicable to all policies:

7.5.1.2.1. Insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide.

7.5.1.2.1.1. Only insurance carriers licensed or duly authorized to do business in the State of Texas will be accepted.

7.5.1.2.1.2. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by Texas.

7.5.1.2.1.3. Claims made" policies will not be accepted.

7.5.1.2.1.4. MISD is to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to MISD, its Board, employees, and volunteers.

7.5.1.2.1.5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to MISD.

7.5.2. COMMERCIAL GENERAL LIABILITY INSURANCE

7.5.2.1. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$1,000,000 for Bodily Injury, Personal Injury and Property Damage. Coverage shall be provided for premises/operations and product/completed operations hazards.

7.5.2.2. The ISO Commercial General Liability Policy from (“Occurrence” form CG 0001, Ed. 2007) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor’s written proposal and must be approved by MISD.

7.5.2.3. A Waiver of Subrogation in favor of MISD must be endorsed to the policy.

7.5.3. WORKERS COMPENSATION INSURANCE

7.5.3.1. Minimum Employer's Liability limits of:

7.5.3.1.1. By Accident -- \$1,000,000 each accident;

7.5.3.1.2. By Disease -- \$1,000,000 each Employee and Policy limit.

7.5.3.1.3. “Texas,” must appear in Item 3A of the declarations page or Item 3C must contain the following: "All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, and WY."

7.5.3.1.4. A Waiver of Subrogation in favor of MISD must be endorsed to the policy.

7.5.4. AUTOMOBILE LIABILITY

7.5.4.1. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single Limit of \$1,000,000 each Accident for Bodily Injury and Property Damage, to include Uninsured/Underinsured Motorist coverage.

7.5.4.2. Insurance Services Office Business Auto coverage form or broader with symbol 1, "any auto" shown in the Covered Autos portion of the declarations page.

7.5.4.3. There shall be no special limitations regarding the scope of protection afforded to MISD, its Board, employees and volunteers.

7.5.4.4. A Waiver of Subrogation in favor of MISD must be endorsed in the policy.

7.5.5. UMBRELLA LIABILITY

7.5.5.1. Minimum Limits of \$5,000,000 per Occurrence with an annual Aggregate of \$5,000,000.

7.5.5.2. Coverage shall follow form of underlying Commercial General Liability, Workers' Compensation, and Automobile Liability policies.

7.5.5.3. A Waiver of Subrogation in favor of MISD must be endorsed to the policy.

7.5.6. CERTIFICATES OF INSURANCE

7.5.6.1. All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

7.5.6.1.1. The company is authorized to do business in the State of Texas.

7.5.6.1.2. The insurance set forth by the insurance company is written on forms approved by the Texas State Board of Insurance or ISO.

7.5.6.1.3. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein.

7.5.6.1.4. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to MISD.

7.5.6.1.5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

7.5.7. VERIFICATION OF COVERAGE

7.5.7.1. The following requirement pertains to all Certificates of Insurance. Contractor shall furnish MISD with certificates of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf and written on forms that have been approved by the Texas Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to MISD according to requirements and instructions contained herein Certificates of insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by MISD before work commences. MISD reserves the right to require complete, certified copies of all required insurance policies at any time.

7.6. Insurance requirements by type of vendor/service

	Professional Curriculum Services	Contracted Services	Use of Facilities	Campus Entertainment Providers	Contracted Nursing/ Student Health Services	Charter Bus
General Liability		\$1,000,000 Each Occurrence/ Aggregate	\$1,000,000 Each Occurrence/ Aggregate	\$1,000,000 Each Occurrence/ Aggregate		\$1,000,000 Each Occurrence/ Aggregate
Products/Completed Operations		\$1,000,000	\$1,000,000	\$1,000,000		\$1,000,000
Automobile Liability		\$1,000,000 Including Owned, Hired, & Non-Owned	\$1,000,000 Including Owned, Hired, & Non-Owned	\$1,000,000 Including Owned, Hired, & Non-Owned		\$1,000,000 Including Owned, Hired, & Non-Owned
Workers' Compensation		Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
Employers' Liability		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000 (If applicable)	N/A	N/A	\$1,000,000	N/A
Umbrella Liability		\$1,000,000 - \$10,000,000 (Varies by RFP)	\$1,000,000 (May be waived for groups under 15 people)	\$5,000,000		\$5,000,000
Certificate of Insurance	Yes	Yes	Yes	Yes	Yes	Yes
Mansfield ISD as Additional Insured	Not Mandatory	Yes	Yes	Yes	Yes	Yes
Waiver of Subrogation		Yes	Yes	Yes	Yes	Yes

7.6.1. Certificates may be emailed to shelleytaylor@misdmail.org or mailed to:

Mansfield ISD RISK MANAGEMENT
 Attn: Shelley Taylor
 605 Broad Street
 Mansfield, TX 76063

7.6.2. Any immunity available to Mansfield ISD shall not be used as a defense by submitter's insurance policy(s).

7.7. Insurance Requirements for REMOVAL OF EQUIPMENT

7.7.1. Buyer, including any third party person transportation service or mover, shall indemnify, defend and hold harmless Mansfield ISD from any loss arising from the purchase, use, and removal of the purchased equipment from the District's property and shall provide proof of insurance satisfactory to the District to cover any risks associated with such purchase, use and removal. The **buyer** agrees to furnish a current insurance certificate to MISD for the **buyer** as well as any third party transportation service or mover showing coverage as indicated below.

7.7.2. Mansfield ISD **does not** provide transportation or loading services for buyers to remove the purchased equipment. Any and all methods of lifting, towing, and hauling, as well as all other methods or requirements for the removal and transport of the merchandise, is the *sole responsibility of the buyer*. Mansfield ISD employees will not be able to assist in any manner.

7.7.3. Minimum Required Limits of Insurance:

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED
General Liability	\$1,000,000 Combined Single Limit
Automobile Liability	\$1,000,000 Combined Single Limit
Workers' Compensation	\$500,000/\$500,000/\$500,000

7.7.4. General Liability and Automobile Liability policies shall add Mansfield ISD as an additional insured by endorsement and include a Waiver of Subrogation endorsement. The workers' compensation policy shall include a Waiver of Subrogation endorsement for Mansfield ISD. The insured party will be solely responsible for any deductible or SIR.

7.7.5. Buyer is required to provide MISD with proof of insurance prior to scheduling pick up or removal of the purchased items:

7.7.6. Certificates may be emailed to shelleytaylor@misdmail.org or mailed to:

Mansfield ISD Risk Management
Attn: Shelley Taylor
605 Broad Street
Mansfield, TX 76063