



## **A G R E E M E N T**

### **PANHANDLE AREA EDUCATIONAL CONSORTIUM RISK MANAGEMENT CONSORTIUM**

**THIS AGREEMENT** is entered into by and among the several **DISTRICT SCHOOL BOARDS** as indicated by the signatures and dates affixed hereto.

#### **- W I T N E S S E T H -**

**WHEREAS, the DISTRICT SCHOOL BOARDS**, hereinafter referred to as the **BOARD** or **BOARDS**, desire to continue together in cooperative effort as participants in a coordinated risk management program for protection against all risks to which the school districts are exposed as well as needed services for group employee benefits upon request and approval of member districts which are all under the auspices of the Panhandle Area Educational Consortium, Regional Consortium Service Organization (F.S. 1001.451), hereafter referred to as PAEC; and

**WHEREAS, the BOARDS** desire that protection provided by the program be consistent with the terms and coverage outlined in the excess insurance policies; and

**WHEREAS, the BOARDS** desire that all participants have equal rights in governance of the program, and have established procedures in accordance with State Board of Education Administrative Rule 6A-1.99 for such assurance; and

**WHEREAS, the BOARDS** have met all state bidding requirements set forth in SBER Section 6A-1.12, and implemented the risk management program on July 1, 1981, to be continued for a three (3) year period and annually thereafter.

**NOW, THEREFORE**, it is hereby understood and agreed as follows:

1. **ALL BOARDS** which are parties to this **AGREEMENT** shall be **MEMBERS** of and **PARTICIPANTS** in the **PANHANDLE AREA EDUCATIONAL CONSORTIUM RISK MANAGEMENT CONSORTIUM**, hereinafter referred to as the **CONSORTIUM**, the purpose of which is to develop, implement and administer a multi-district cooperative Risk Management Program.
2. Membership in the **CONSORTIUM** shall be on an annual option renewal. Participating **MEMBERS** shall provide a forty –five (45) day notice of intent to withdraw from the program and shall subsequently withdraw on the anniversary date of the program. Any **MEMBERS** withdrawing from the program forfeit all rights to interest earnings, surplus funds and other assets. In the event withdrawing **MEMBERS** breach the notice provision, the **CONSORTIUM** retains right to sue for all legally cognizable damages.
3. The **CONSORTIUM** shall be terminated by the mutual agreement of a majority of the **MEMBERS** of the **CONSORTIUM**, subject to the fulfillment of any incurred contractual obligations. Any surplus funds or other assets shall be returned to the **MEMBERS** in proportion of the contributions made by the **MEMBERS** who are participating at the time of termination.

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4. A **PAEC RISK MANAGEMENT BOARD OF DIRECTORS**, comprised of the Superintendents of the **MEMBER DISTRICTS** acting in their capacities as the corporate secretaries and executive officers for and on behalf of their respective **BOARDS**, shall formulate policies and procedures for administering the **CONSORTIUM** Risk Management Program. The **BOARD OF DIRECTORS** shall provide overall supervision of the administration of the Risk Management Program.
5. The **BOARD OF DIRECTORS** shall appoint a **RISK MANAGEMENT ADVISORY COMMITTEE** consisting of one (1) voting member per district representing the **MEMBER DISTRICTS** of the **CONSORTIUM**, and the Executive Director and Risk Manager, as non-voting members, representing the **CONSORTIUM** Administrative Staff, to advise the **BOARD OF DIRECTORS** on the Administration of the Risk Management Program. Membership on the **COMMITTEE** shall be for two (2) year renewable terms.
6. The **RISK MANAGEMENT PROGRAM** shall provide:
  - A. Risk Management services to include general administration of risk management activities, consultant services, staff assistance, inspections and investigations as appropriate, reporting and data analysis.
  - B. Protection against losses incurred by individual **BOARDS**, as per the terms and coverages outlined in the excess insurance policies. Coverage is provided for tangible property, tort liability (including school board liability), contractual liability, cyber-liability, vehicle liability, workers compensation, monies and securities and employee fidelity bonding. PAEC can also purchase any other property and casualty insurance coverage (including student accident insurance), as deemed necessary by the Board of Directors.
  - C. Claims services, by contract through a claims servicing company, to include investigating and resolving claims, both casualty and property, loss prevention services, collecting and analyzing experience data, and distributing periodic reports of claims activities. The claims servicing company shall be certified by the Florida Department of Insurance in compliance with Chapter 83-203, Laws of Florida, and fully authorized in the State of Florida to serve self-insurers for Workers' Compensation under the provisions of Rule 5.06, Florida Administrative Code.
  - D. Evaluation of results achieved through quarterly summarization reports to the **BOARD OF DIRECTORS** and annual analysis reports to the respective **MEMBER BOARDS**. These reports will be prepared by the **RISK MANAGER** working cooperatively with the **FISCAL AGENT** and claims servicing company and presented to the **EXECUTIVE DIRECTOR** for dissemination to the **BOARD OF DIRECTORS** and **MEMBER BOARDS**.
  - E. A Group Health Employee Benefits Program in which Consortium members may elect to participate; such participation arranged through a contract for services.
7. **WASHINGTON COUNTY SCHOOL BOARD**, 652 N. Third Street, Chipley, Florida, 32428, is designated as **FISCAL AGENT** for the **CONSORTIUM**. The **FISCAL AGENT** shall receive, disburse, and administer all monies due to, or payable from the **RISK MANAGEMENT PROGRAM** in accordance with the policies and procedures adopted by the **BOARD OF DIRECTORS**. Administrative functions shall include contracting for goods and services required by the **CONSORTIUM**, purchasing, payment of retained losses, collection of fees and other fiscal matters specifically related to the **RISK MANAGEMENT PROGRAM**. The **FISCAL AGENT** shall be reimbursed for expenses incurred

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from the **RISK MANAGEMENT PROGRAM** not to exceed the negotiated amount included in the approved Operating Budget and contributed (per approved allocation) as a part of the **PAEC FISCAL AGENT ANNUAL AGREEMENT**.

8. The **PAEC EXECUTIVE DIRECTOR** shall administer all aspects of the **RISK MANAGEMENT PROGRAM**. A **RISK MANAGER** and appropriate staff shall be employed to manage the **RISK MANAGEMENT PROGRAM** in accordance with the policies and procedures adopted by the **BOARD OF DIRECTORS**. The **ADMINISTRATIVE OFFICE** for the **RISK MANAGEMENT PROGRAM** shall be located at Panhandle Area Educational Consortium, 753 West Boulevard, Chipley, Florida, 32428. For purposes of personnel administration, the staff shall be employees of the district acting as the **FISCAL AGENT** for the **CONSORTIUM**.
9. The annual cost of the **RISK MANAGEMENT PROGRAM** shall be prorated among the **MEMBERS** of the **CONSORTIUM** according to the procedures adopted by the **BOARD OF DIRECTORS**. Annual assessments shall be fixed and not subject to change during the fiscal year. **MEMBERS** shall remit their share of the annual costs to the **FISCAL AGENT** upon implementation or renewal date each year.
10. The **RISK MANAGEMENT PROGRAM** is a self-insured program that is funded solely by the assessments of its member districts. Any deficits in funding will be prorated among the districts according to the same formula that determines the annual assessments.
11. The **IMPLEMENTATION DATE** for coverage under the **RISK MANAGEMENT PROGRAM** was July 1, 1981, with **RENEWAL DATES** of July 1 of each year thereafter.
12. This **AGREEMENT** shall be governed by and construed, implemented and enforced in accordance with the laws of the State of Florida.
13. The **AGREEMENT** authorizes PAEC Gateway Finance to release information to PAEC Risk Management and its Third Party Administrator for the purpose of maintaining a database for the Worker's Compensation Program. This information includes employees' names, home addresses, home phone numbers, social security numbers, dates of birth, dates of hire and rates of pay. This information is not to be used for any other purpose.

This **AGREEMENT** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, as attested by the signatures affixed hereto.

**SCHOOL BOARD OF JACKSON COUNTY**

BY: \_\_\_\_\_  
Chris M. Johnson, School Board Chairperson

Attested: \_\_\_\_\_  
Hunter Nolen, Superintendent

Attested: \_\_\_\_\_  
John Selover, Executive Director  
Panhandle Area Educational Consortium

**SCHOOL BOARD OF WASHINGTON COUNTY**

BY: \_\_\_\_\_  
Will Taylor, School Board Chairperson

Attested: \_\_\_\_\_  
Thomas Register, Superintendent