

Board Information Item

Information
Packet
☐

Board Agenda
Information
☐

Board Agenda
Action
☒

Board Agenda
Consent
☐

08/25/2025

Subject:	Property and Liability Coverage Market Update, Act on the Proposal from the TASB Risk Management Fund and the Interlocal Participation Agreement with the TASB Risk Management Fund
Contact Person:	Paula Barbaroux, Chief Operations Officer Michele Linn, Director of Risk Management
Policy/Code:	CH(LEGAL) and CH(LOCAL)
Priority and Performance Objective:	Priority 4: Strong Financial Stewardship and Internal System Efficiency Objective 4.1: Transparent Financial Stewardship Objective 4.2: Effective and Efficient District Operations
Summary:	<p>During the Board meeting, Mr. Charlesworth of Charlesworth (Charlesworth) Consulting will provide an update on the property and casualty insurance market and will include specifics regarding the administration's recommendation to approve the proposal from the TASB Risk Management Fund (TASB).</p> <p>In 2023, the District issued a request for proposals inviting traditional insurance companies and government risk pools to provide proposals for the District's property and liability needs. That resulted in proposals where the District would have had to employ a layered insurance program with several companies to provide coverage. The cost of the first layer of insurance coverage alone was higher than the total premium offered by TASB. Charlesworth assisted the District during that process and presented information to the Board. The administration recommended TASB, which the Board approved.</p>

In 2024, the insurance market remained in a similar “hard” position, and the District renewed its coverage with TASB at a higher cost and with lesser overall property coverage. Current coverage expires on August 31, 2025.

During recent months, the District received a renewal proposal from TASB and a proposal from a newly forming risk pool being offered and managed by Texans for Excellence in Education (TEE). The District engaged Charlesworth to assist with reviewing and evaluating the proposals and documentation. The renewal proposals include the following coverage areas.

- Property and casualty,
- general liability,
- employee benefits liability,
- school liability, which covers professional legal liability, and
- automobile liability.

Other risk areas, such as property in transit, terrorism, violent acts, a basic level of cybersecurity, etc. are also included within the major areas listed above.

The recommendation is to approve the proposal from TASB because it provides the best overall program and cost. The TASB program offer provides higher limits and lower deductibles for the District’s property coverages than the prior year and in comparison, with TEE. The proposal from TEE was competitive, however, the combination of deductibles and coverages and cost were not as favorable and their risk pool is still trying to form.

Pursuant to the authority granted by the Board of Trustees in Board Policy CH(LOCAL), the Superintendent or designee may annually execute the TASB Contribution & Coverage Summary.

Attachments:

TASB Renewal Contribution and Coverage Summary for
September 1, 2025 - August 31, 2026
TASB Interlocal Participation Agreement
Charlesworth Recommendation
Charlesworth Evaluation

Recommendation:

The recommendation is for the Board of Trustees to approve the proposal from the TASB Risk Management Fund for the District’s property and liability risk coverages and to execute the Interlocal Participation Agreement.

1828 Walnut Street
Suite 701
Kansas City, MO 64108
913-851-4730



12712 Park Central Drive
Suite 1000
Dallas, TX 75251
214-764-7538

August 11, 2025

Ms. Michele Linn
Director of Risk Management
Grapevine Colleyville ISD
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

**Re: Property & Liability Insurance
September 1, 2025**

Dear Ms. Linn:

Charlesworth Consulting is pleased to present the results of the District's 2025 property and liability insurance renewal.

Background

Charlesworth Consulting, with assistance from the District's Risk Manager, managed the renewal for the 2025-2026 policy year with the current incumbent TASB in addition to an option offered by the Texans for Excellence in Education In Risk Management (TEE).

Analysis

Texas Association of School Boards (TASB)

TASB has been the risk transfer partner of the District for many years and remains one of the key programs for Texas school districts. TASB is a risk sharing / self-insured risk pool and not traditional insurance. Their program includes a variety of risk management, risk prevention and online training tools. The coverages and services provided by their program are specifically tailored to Texas public schools. TASB was formed in 1974 and has over 1,000 members. It should be noted that the TASB property program limits have increased to \$500,000,000 per occurrence and the general liability / educator's liability remain at \$2,000,000. Defense costs do not erode the limits of the general liability coverage which is favorable.

The most significant items to note is the property damage deductible for weather perils of 2% of the building value, subject to a \$250,000 per occurrence minimum. In addition, any single ply membrane roof has a maximum limit of \$1,000,000.

Texans for Excellence in Education in Risk Management (TEE)

TEE has put together a very good program for their Trust members. The property program does not have a sublimit for single ply roofs and their wind/hail deductible is 2% subject to a \$275,000 minimum. However, unlike TASB, their 2% deductible does not apply to freezing losses. TEE's coverage for earthquake and floods is lower than the TASB option.

Tee's liability and auto coverages are very comprehensive, but some have slightly higher deductibles and lower limits. Defense costs also erode the general liability limits which could become an issue for a highly litigated claim or something that falls out of your sovereign immunity.

The total cost of the TEE program is \$2,113,628, which is over \$377,000 higher than the TASB renewal.

Summary

Although the new TEE program has some excellent terms and conditions, it is our recommendation that the District consider approving the TASB Risk Management Fund proposal in the amount of \$1,736,088 which is a slight reduction from the expiring program.

Respectfully,

A handwritten signature in black ink, appearing to read "James Charlesworth", written over a light gray rectangular background.

James Charlesworth, ARM

JC/kp

Grapevine- Colleyville ISD 2025 Insurance Summary

	TASB	FEE
Property	\$1,511,857	\$1,797,195
General Liability	\$120,507	\$52,219
Educators Liability	Included	\$63,553
Crime	Included	\$3,828
Auto	\$103,724	\$196,833
Violent Acts	Included	Included
TOTAL	\$1,736,088	\$2,113,628

Difference - \$377,540

All Coverage is subject to the terms, conditions, definitions, and exclusions of the coverage documents

PROPERTY	TASB	TEE
Premium	\$1,511,857	\$1,797,195
Limit:	\$500,000,000	\$1,000,000,000 Shared Limit - All TEE Members
		\$100,000,000 Dedicated Limits in Excess of Above
Named Windstorm Limit:	\$50,000,000	Per Above
Total Insured Values:	\$918,786,000	\$861,865,320
	\$1,000,000 Sublimit for Wind, Hurricane, and Hail Loss to Single Ply Membrane roofs and accompanying roof systems. Does not apply to roofs rated for Very Severe Hail by FM Global or UL Solution's equivalent rating.	
	Heating, ventilation, and air conditioning (HVAC) units installed after March 1, 2025, are excluded from Loss caused by hail unless commercial hail protection/coil guards are installed.	
Specific limitations for wind, named storm, hail:		No sublimit for single ply membrane roofs
Roof Upgrade Coverage:	125% up to \$250,000 for VSH rated	No Exclusion
Replacement Cost:	Yes	Yes, on Blanket Basis
ACV Scheduled Locations:	None	Roofs over 15 Year - Actual Cash Value
	\$1,000,000 limit while under construction and/or renovation by the Fund Member's employees. - Excluded if under contract with a third party	
New Construction or Renovations		\$1,000,000
Rebuild At Optional Location If Total Loss	Yes	Yes
Pollution Clean-Up Caused By Insured Peril	\$100,000 Limit	\$100,000 Clean-up and Removal
Property In Transit:	Included in Blanket Limit	\$1,000,000
	Reimbursement of actual cost up to 10 percent of the amount of the Covered Loss per structure, not to exceed \$1,000,000 per Occurrence.	
Ordinance Or Law:		\$10,000,000
Incl. Unintentional Errors In Schedules:	Yes	\$1,000,000
Valuable Papers And Records:	\$50,000 Limit	\$1,000,000
Sewer / Drain Backup:	Included in Blanket Limit	\$250,000

Landscaping, Unscheduled Athletic Fields and Grass Surfaces	\$1,000 Per Single Item (specified perils) / \$25,000 Per Loss Grass surfaces - The Fund will pay for Loss to grass surfaces unless caused by disease, drought, heat, freezing, flood, improper maintenance, or lack of maintenance.	\$25,000 Per Occurrence / Trees, Shrubs & Plants
Outdoor Property	Included in Property Limit	\$250,000
Debris Removal from Covered Cause of Loss:	25% of Covered Loss	25% or \$500,000
Food Spoilage:	\$100,000 Limit	Included
Aesthetic Impairment:	50% of the Fund Member's final repair or replacement incurred cost up to \$1,000,000 per Occurrence, with no ACV payment available.	No Exclusion
Animals / Livestock:	\$25,000 Limit	Not Covered unless scheduled under Inland Marine
Equipment/Mechanical Breakdown:	\$100,000,000 Limit, Per Accident, All Locations	\$100,000,000 Limit, Per Accident, All Locations
Service Interruption:	Included	\$10,000,000
Expediting Expenses:	\$250,000 Limit	Included
Hazardous Substance:	\$250,000 Limit	\$10,000,000
Data Restoration:	\$250,000 Limit	\$10,000,000
Demolition:	\$1,000,000 Limit	Included in Law and Ordinance
Ordinance and Law:	\$1,000,000 Limit	\$10,000,000
Perishable Goods:	\$250,000 Limit	Included
Newly Acquired Property:	Covered in blanket limit upon written notification to the Fund. \$50,000 for actual cost for replacement or recovery of information stored on electronic data processing equipment and media, such as records, data, or software resulting from a Covered Loss.	\$1,000,000
Electronic Records and Data:	Not covered unless the failure of power is a direct result of an otherwise covered Loss.	\$10,000,000
Includes On / Off Premises Power Surge:		Not Excluded
Protection and Preservation of Property	Included in Blanket Limit	Covered Under Extra Expense
Business Income:	\$500,000	\$1,000,000
Include Extra Expense:	Yes - additional cost to continue operations during repairs	Yes
Blanket (No Allocation Of Values)	Yes	Yes
Actual Loss Sustained:	Yes - reduction in revenue excluding state or federal funding, taxes or grants	Yes - up to limit
Include Ordinary Payroll:	No	No
Terrorism	Included	Included
Deductible:	2% of building values subject to \$250,000 minimum per occurrence / Weather Perils - wind, hail, convective storm or freezing temperatures	2% of building values subject to \$275,000 minimum per occurrence / Weather Perils - wind, hail, convective storm
	\$100,000 All Other Perils	\$275,000 All Other Perils - Including Freezing Temperatures
	0 Hours - Business Income / Time Element	24 Hour - Business Income / Time Element
	\$50,000 Equipment Breakdown	\$50,000 Equipment Breakdown
Earthquake:	\$10,000,000 Limit Per Loss \$10,000,000 Annual Aggregate	\$5,000,000 Limit Per Loss \$250,000,000 Program Aggregate
Deductible:	\$100,000 Per Occurrence	\$275,000 or 5% of the damaged location (greater of)
Flood:	\$10,000,000 Limit Per Loss \$10,000,000 Annual Aggregate	\$5,000,000 Limit Per Loss \$5,000,000 Annual Aggregate
	Excluded - Zone A	Excluded - Zone A
Deductible:	\$100,000 All Other Zones	\$275,000 or 5% of the damaged location (greater of)

GENERAL LIABILITY

	TASB	TEE
Premium	\$120,507	\$52,219
Limits -	\$2,000,000 Each Occurrence	\$1,000,000 Each Occurrence
	\$2,000,000 Personal/Adv. Inj.	\$1,000,000 Personal/Adv. Injury
	None - General Aggregate	\$3,000,000 General Aggregate
	Excluded - Property Damage Legal	
	Excluded - Medical Pay / Each Person	\$5,000
	Excluded - Medical Pay / Each Occ.	\$50,000
Deductible:	None	\$1,000 Each Occurrence / \$10,000 Sexual Abuse
Incl. District For Acts Of Independent Contractors:	No coverage for contractors but will defend District	Yes - Defend District but not Contractor unless required by contract
Defense Costs are Supplemental:	Yes	No, Included in Limit
"Pay on Behalf Of"	Yes	Yes
"Duty to Defend"	Yes	Yes
Incl. Professional Liability - Nurse Practitioners	Included in Professional Legal Liability	Yes
Sexual Abuse / Molestation:	Considered a Wrongful Act un Professional Legal Liability	\$1,000,000 Each Occurrence / \$1,000,000 Annual Aggregate
Incl. BI/PD From Chemical Spraying:	No	\$50,000
Pollution Liability (Sudden and Accidental):	No	Limited give back of coverage on specified items
Include Student Internships:	\$50,000 for career or technology program approved by the District	Yes
Include Broadcasting and Media Liability:	Yes	Yes
Include Athletic Traumatic Brain Injury Allegations:	Yes	Yes
<u>Employee Benefit Liability</u>		
Coverage Form:	Occurrence	
Limits:	\$100,000 Each Claim	\$1,000,000 Each Claim (Shared with ELL)
	No Aggregate	
Deductible:	\$0 Per Claim	\$25,000 Per Claim

EDUCATORS LEGAL LIABILITY

	TASB	TEE
Premium:	Included	\$63,553
Form	Claims Made	Claims Made
Retroactive Date	Participation Period	9/1/2025 - can use current retro or go back 10-years
Limits Of Liability:	\$2,000,000 Each Claim	\$1,000,000 Each Claim
	\$2,000,000 Aggregate	\$1,000,000 Annual Aggregate
Aggregate include in GL Aggregate:	No - Aggregate Limit applies to Professional Legal Liability only	No
Deductible:	\$50,000 Each Claim	\$25,000 Each Claim
"Pay On Behalf Of Insured":	Yes	Yes
Insurer's Duty To Defend:	Yes	Yes
Incl. Sexual Harassment (No B.I.):	Yes	Yes
Incl. Non-Monetary Demands:	Yes- Back wages, front wages and benefits are excluded	\$100,000 Each Occurrence / Aggregate - Legal Defense
Awarded Plaintiff Fees Included as "Damages":	Yes	Yes
Definition Of Claim Includes EEOC or Similar Administrative Hearings:	Claim does not include demands presented for administrative proceedings or alternative dispute resolutions before any federal, state, or local administrative agency, commission, or board nor any related damages or expenses.	Yes

AUTOMOBILE

	TASB	TEE
Premium	\$103,724	\$196,833
Liability Limits:	\$1,000,000 Combined Single Limit - BI/PD	\$1,000,000 Combined Single Limit - BI/PD
Medical Payments:	Excluded - Texas Attorney General Opinion H-602 has identified such coverages as unconstitutional gifts of public funds.	\$5,000 Each Person / \$25,000 Each Occurrence
Symbol "One" Liability:	Symbol Not applicable - Comparable to "Any Auto" coverage	Automatic Coverage for all vehicles scheduled and added during term
Hired & Non-Owned Liability:	Included	Included
Auto Liability Deductible:	\$2,500 BI/PD	None
Auto Physical Damage Deduct -		
Comprehensive:	\$2,500 Per Vehicle	\$5,000 Per Vehicle
	\$50,000 Comprehensive Max Per Occurrence	
Collision:	\$2,500 Per Vehicle	\$5,000 Per Vehicle
Rental Expenses	\$50 Per Day; \$1,500 Maximum Theft only - Private Passenger Only - 48 hour deductible	Not Noted
Valuation:	Actual Cash Value	Actual Cash Value
<u>Hired/Borrowed Physical Damage:</u>	ACV Limit Per Vehicle	In required by contract - no submit
	\$2,500 Comprehensive Deductible	
	\$2,500 Collision Deductible	

VIOLENT ACTS

	TASB	TEE
	9/1/2025	9/1/2025
Premium:	Included	Included
Occurrence Form:	Yes	
Limits -		
Per Occurrence	\$250,000	\$500,000
Annual Aggregate	None	\$500,000
Post Event Emergency Costs:	Included; within 7 Days	Included
Mental Health Service Costs:	Included; within 18 months	\$10,000 per person subject to \$500,000 limit
Crisis Communication Costs:	\$50,000	Included
Essential Support Costs:	\$50,000	Included
Property Reimbursement Costs	\$1,000,000 (in addition to above limit)	None
Deductible:	\$0	\$1,000



July 31, 2025

Paula Barbaroux

Grapevine-Colleyville ISD

Dear Paula Barbaroux,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website. **Grapevine-Colleyville ISD participates in the Fund's comprehensive coverage program which includes Auto, Liability, Property, Privacy & Information Security, and Violent Act coverage. These coverage lines require Concurrent Participation and may not be purchased on a stand-alone basis.**

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish 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 this renewal proposal or any aspect of your Fund membership, please contact Betsi Morton or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.



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

Sincerely,
Betsi Morton
Marketing Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School 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) 505-2469

CC:

Notification of Coverage Changes and Language Refinements Effective September 1, 2025

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and language refinements ***for all renewals taking effect on or after September 1, 2025***. This document is a summary of changes and refinements only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

Additionally, The Texas Legislature recently enacted HB 4623, creating Texas Civil Practice and Remedies Code Chapter 118, effective September 1, 2025, regarding a school district's negligent employment of those who commit or have committed sexual misconduct or fail to report abuse or neglect. The new law applies only to independent school districts and open-enrollment charter schools. In response, the Fund will implement the **Chapter 118 Endorsement**, effective September 1, 2025. A summary of those changes follows at the end of this document under the "Chapter 118 Endorsement" header. Please carefully review the new Chapter 118 Endorsement as well.

Automobile Liability & Physical Damage Coverage Agreement

- Under Part A, § 3.1 **Automobile**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.

School Liability Coverage Agreement

- Under Part A, § 3.1 **Covered Person**, updated the definition of a **Covered Person** to explicitly name law enforcement employees and employee-participants in the guardian or School Marshal programs to affirm the Fund's coverage for members' law enforcement employees and employees participating in members' safety and security efforts.
- Under Part A, § 3.4 **Automobile**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.
- Under Part F, § 16 Related Acts, clarified that related acts, including the number of events and degree of damage, are considered a single act.

Property Coverage Agreement

- Added coverage for up to 125% of the cost to repair or replace a covered single-ply membrane roof when upgraded to a Very Severe Hail-rated roofing system, not to exceed \$250,000 per occurrence.
- Revised the Named/Numbered Windstorm and Flood Endorsements to indicate that flooding due to a **Named or Numbered Windstorm (NWS)** outside of Tier 1 and Tier 2 coastal counties will be covered under the Flood endorsement and its limit; however, only the higher deductible will apply.
- Added language to maintain claim timelines when losses are initially lower than the deductible.
- Under Part A, § 3.6 (B)(8) **Personal Property**, extend coverage for the personal property of others to include loan agreements in addition to lease or rental agreements.
- Revised the Crime and Employee Dishonesty Endorsement, § 2, Payments (A), to include *abstraction* (a form of embezzlement) and fraudulent or dishonest omission by an employee and (B) to include abstraction and forgery as additional covered losses, all as additional compensable elements for a crime claim.

- Under Part A, § 3.6 (B)(7) **Personal Property**, coordinated coverage for motor-driven equipment and motor vehicles between Automobile Liability, General Liability, and Property coverages and align coverage with evolving Texas common law definitions regarding motor vehicles.

Privacy & Information Security Coverage Agreement

- Changed the coverage agreement's name to Cyber Liability & Security from Privacy & Information Security to better reflect its purpose and scope.

Violent Act Coverage

- No changes.

Chapter 118 Endorsement

The **School Liability Coverage Agreement** will be endorsed to provide limited coverage for claims arising under the new Chapter 118. A summary of the "Chapter 118 Endorsement," which modifies the terms of the School Liability Coverage Agreement, follows. For this notification, "state court Chapter 118 **Claims**" means those claims that are filed and adjudicated in, or remanded to, the state courts of Texas.

- Under Part A, § 3.3, the defined term **Claim Expense** is revised to limit **Claim Expense** for state court Chapter 118 **Claims** to within the limits of liability.
- Under Part A, § 3.7, the defined term **Wrongful Act** is revised to ensure Chapter 118 **Claims** are included.
- Under Part B, § 5.1 **Other coverage**, added another exception to include coverage for Chapter 118 **Claims**.
- Under Part C, added a new GL exclusion, § 7.12 **Chapter 118**, so that coverage for Chapter 118 claims will fall under PLL coverage.
- Under Part F, § 17.1 **Limits**, revised to limit state court Chapter 118 **Claims** to a maximum of \$1 million liability limits, including paid or incurred **Claim Expense**.
- Under Part F, § 17.5 **Maximum annual aggregate limit**, revised to limit the annual aggregate liability limit for state court Chapter 118 **Claims** to a maximum of \$1 million that is included within, and not separate from, the maximum annual aggregate liability limit stated in the CCS for all PLL **Claims**. This limit includes paid or incurred **Claim Expense**.
- Under Part F, § 19.1 **Intentional acts**, revised to add that Chapter 118 liability (including gross negligence, recklessness, conscious indifference, or intentional misconduct in employment), once admitted by or adjudicated against the district, is excluded from coverage.



Grapevine-Colleyville ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2025 through 8/31/2026

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements. **Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, and Property programs.**

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$1,511,857
Automobile Liability	\$1M Combined Single Limit	\$2,500	\$83,135
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$20,589
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$120,507
Violent Acts	\$250,000	\$0	No Cost
Total Contribution			\$1,736,088

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.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.



Grapevine-Colleyville ISD

Property Coverage Summary

Participation Period: 9/1/2025 through 8/31/2026

Total Property Contribution: \$1,511,857

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

Coverage	Limit	Deductible
All Perils not specified	\$500,000,000	\$100,000
Weather Perils except Named/Numbered Windstorm	\$500,000,000	2% Minimum \$250,000
Named/Numbered Windstorm	\$50,000,000	2% Minimum \$250,000
Flood – Annual Aggregate Limit	\$10,000,000	\$100,000
Earthquake – Annual Aggregate Limit	\$10,000,000	\$100,000
Crime	\$100,000	\$50,000
Equipment Breakdown	\$100,000,000	\$50,000

Additional Sublimit for Weather Perils	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$1,000,000	Weather Perils Deductible applies

Property Coverage Provisions

Weather Perils: Weather Perils is an Occurrence of wind, hail, convective storm, or freeze. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. Weather Perils does not include Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm (NWS) is an Occurrence of hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression (but not other convective storms) that is designated by name or number by the National Weather Bureau, National Hurricane Center, or any recognized meteorological authority, including any related wind-driven rain, flood, tidal water or wave, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these conditions. The NWS Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by an NWS.

However, any flood-related Loss (including ensuing Loss) during an NWS Occurrence will be considered a separate Flood Occurrence with a Flood Limit as indicated on this CCS. For all other NWS Loss (including ensuing Loss) during this combined perils event, the NWS Limit indicated on this CCS will apply. Only the higher deductible of the two perils will apply during this combined perils event.

Percent Deductible/Occurrence Minimum Deductible: General. When Covered Property sustains a Loss caused by a Weather Peril or NWS, the Fund Member's deductible will be a Percent-based Deductible or an Occurrence-based Minimum Deductible; the higher deductible applies. Covered Property structures that do not appear on the Statement of Values schedule and sustain a Loss will be subject to the applicable deductible based on its Total Covered Value at the time of the Loss.

Deductible calculation. The Percent Deductible amount will be calculated based on the designated percent, as shown on the CCS, applied to the Total Covered Value of a Loss-affected structure (including contents) in the Statement of Values schedule, which is considered a part of this CCS. This designated percent is reflected on the schedule as the deductible dollar amount listed under a Loss-affected structure's deductible column. This structure may be eligible for payment once the covered Loss amount for a Loss-affected structure exceeds the Percent Deductible amount listed on the schedule.

Single-structure Loss. If there is only one Loss-affected structure, the Percent Deductible amount for that structure will be compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Multiple-structure Loss. In the case of multiple Loss-affected structures, the member will incur multiple Percent Deductibles, each calculated the same as one Loss-affected structure only. These Percent Deductible amounts will be added to determine the Total Percent Deductible for comparison with the Occurrence Minimum Deductible. (However, for payment purposes, the Total Percent Deductible calculation below will not affect the Percent Deductible application to each structure.)

To determine whether the Total Percent Deductible or the Occurrence Minimum Deductible applies when multiple structures are Loss-affected, only the actual Loss amount within each structure's Percent Deductible amount will apply toward the summed Total Percent Deductible amount, which is then compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Payment obligation. In either case (single or multiple Loss-affected structures), if the Fund has any payment obligation above the Occurrence Minimum Deductible, this payment will be based on the Loss amount for each structure exceeding that structure's scheduled Percent Deductible amount.

Occurrence Minimum Deductible—General. Regardless of the Total Percent Deductible, the amount of Loss sustained, the number of Loss-affected structures in an Occurrence, or any other factor, in no event will the member's Percent Deductible obligation (Total or individual) be less than the Occurrence-based Minimum Deductible listed on the CCS.

Location: A Location is a single street address that is the site of the Covered Property. Locations may have multiple Covered Properties, including structures.



Flood Zone Exclusions: The Fund Member's Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if any portion of the Covered Property subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with 'A' or 'V' as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund will determine which limit or limits will apply.

Statement of Values: The Statement of Values schedule will be provided to the Fund Member before the beginning of the Participation Period and is considered incorporated into the Agreements between the Fund and the member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to adjust the Fund Member's contribution for newly-constructed Buildings or Other Structures that are Covered Property and accepted within the Participation Period based on the certificate of occupancy date. The Fund reserves the right to adjust the Fund Member's contribution for newly-acquired Buildings or Other Structures that are Covered Property and acquired within the Participation Period based on the acquisition date.

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.

Single Ply Membrane: 'Single Ply Membrane' is a synthetic roofing material that includes EPDM, TPO, and PVC membranes. For Weather Perils, Single Ply Membrane roofs are subject to the Single Ply Membrane sublimit and deductible indicated on the CCS, except for roofs rated for Very Severe Hail by FM Global or UL Solution's equivalent rating, which are subject to the Weather Perils limit and deductible.

Fund Member Mitigation: As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

Fund Member Notice: As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

Limit Elimination: The Fund may reduce all Property limits to zero and cease all payments (promised or otherwise) to the member for any claim under this CCS if the Fund's applicable property reinsurance coverage exhausts during the Participation Period through any property claim payment to any Fund Member.



Grapevine-Colleyville ISD

Automobile Coverage Summary

Participation Period: 9/1/2025 through 8/31/2026

Total Automobile Contribution: \$103,724

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$1M Combined Single Limit	\$2,500
Automobile Physical Damage - Collision	Actual Cash Value	\$2,500
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$2,500
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$50,000

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

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: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'



Grapevine-Colleyville ISD

School Liability Coverage Summary

Participation Period: 9/1/2025 through 8/31/2026

Total School Liability Contribution: \$120,507

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$2,000,000 Maximum Annual Aggregate	\$2,000,000	\$50,000
General Liability	\$2,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

Coverage under this CCS is subject to the Claim Expense Endorsement which modifies the Fund's School Liability Coverage Agreement. Please refer to the endorsement for details.

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.

Chapter 118 Coverage: As indicated in the School Liability Coverage Agreement Chapter 118 Endorsement, the Fund will provide limited coverage for K-12 school districts for **Claims** arising from allegations under Chapter 118 of the Texas Civil Practice and Remedies Code. This endorsement excludes coverage under the General Liability Coverage and provides claims-made coverage under the Professional Legal Liability Coverage. The coverage for state court Chapter 118 **Claims** only (those **Claims** that are filed and adjudicated in, or remanded to, the state courts of Texas) will have **Claim Expense** within a \$1 million limit of liability that is the limit per claim and annual aggregate.



Claim Expense Endorsement

Member:	Grapevine-Colleyville ISD	Contract No.:	P220906-2025-001
Member ID:	220906	Coverage Period:	9/1/2025 -8/31/2026
Endorsement No.:	P220906-2025-001		
Effective Date	9/1/2025		

Line of Coverage: Professional Legal Liability

This endorsement modifies the Fund's School Liability Coverage Agreement. It intends that **Claim Expense** payments or obligations under Professional Legal Liability coverage will diminish the available limits of liability shown on the CCS regardless of any other coverage language. The following endorsement language modifies and replaces the original Agreement language:

3.3 Claim Expense. "Claim Expense means reasonable and necessary fees charged by an attorney selected by the Fund and all other reasonable expenses approved by the Fund arising from the investigation or defense of any claim. **Claim Expense** will be in addition to the limits of liability shown on the CCS or in the Coverage Agreement except for Professional Legal Liability coverage, where **Claim Expense** payments and obligations will be within the limits of liability. **Claim Expense** includes payment for premiums on appeal bonds required in any suit and premiums on bonds to release attachments. The Fund has no obligation to apply for or furnish these bonds. Any bond payment may not exceed the applicable limit of liability in the CCS. **Claim Expense** excludes salaries, loss of income, earnings, or benefits, or other consequential losses of any **Covered Person**."

17.1 Limits. "The amount of **Claim Expense** will not reduce any limit of liability except for Professional Legal Liability coverage, where **Claim Expense** payments and obligations will reduce the limit of liability. When the limit of liability is exhausted through payment or tendering of **Damages** under any coverage (or through payment or obligation for **Claim Expense** under Professional Legal Liability coverage), the Fund has no further liability or obligation to any **Covered Person** to pay further **Damages**, defend any suit, or pay any **Claim Expense** or other expense or cost."

17.5 Maximum annual aggregate limit. "For Professional Legal Liability only, the maximum annual aggregate limit stated in the CCS is the maximum amount the Fund will pay for **Damages** and **Claim Expense** arising from all **Claims** reported in the **Participation Period** and any extended reporting period regardless of the number of **Wrongful Acts, Claims**, other types of claims, losses, **Covered Persons**, claimants, suits, types of **Damages**, or related acts. If payment or tendering of **Damages** or payment or obligation for **Claim Expense** reaches the maximum annual aggregate limit, the Fund will have no further liability or obligation to any **Covered Person** to pay further **Damages**, defend any suit, or pay any **Claim Expense** or other expense or cost. The maximum annual aggregate limit in the original **Participation Period** does not increase with any extended reporting period."



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 email 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 in this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Paula Barbaroux	Chief Operations Officer	paula.barbaroux@gcisd.net
TASB RMF-Liability	Paula Barbaroux	Chief Operations Officer	paula.barbaroux@gcisd.net
TASB RMF-Property	Paula Barbaroux	Chief Operations Officer	paula.barbaroux@gcisd.net

Program Coordinator Updates Michele Linn is a secondary coordinator and contact, but may not sign documents.

Program	Name	Title	E-mail
TASB RMF-Auto	Michele Linn	Director of RM	michele.linn@gcisd.net
TASB RMF-Liability	Michele Linn	Director of RM	michele.linn@gcisd.net
TASB RMF- Property	Michele Linn	Director of RM	michele.linn@gcisd.net

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 Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

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 will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Concurrent Participation: All coverages through this CCS are only effective if the Fund Member concurrently participates in or has agreed in writing to participate in all the following Fund programs: Auto, Liability, and Property. The Fund may terminate all coverages immediately if the Fund Member fails to or ceases to participate in any of these Fund programs concurrently. If this termination occurs, the total contribution under this CCS shall be considered fully earned, and the Fund Member agrees that no refund of any contribution is due. This paragraph's termination provisions take precedence over any conflicting termination provisions in the Interlocal Participation Agreement or this CCS.

Fund Member Authorization:

I have read, approved, and agreed to 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 understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature

Date

Printed Name

Title

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:
- a. 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.
 - b. 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
 - c. 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:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **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.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **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: **Grapevine-Colleyville ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Shannon Braun, President of the Board of Trustees

Date approved by Fund Member's Board of Trustees: August 25, 2025

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees