



Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

Date of Board Meeting: August 19, 2025

Subject: Approve the proposal submitted by the Texas Association of School Boards to provide the College with our General Liability policy, Professional & Educator's Liability policy, Privacy & Information Security policy and our Automobile coverage for the 2025 school year.

Recommendation: Approve the proposal submitted by the Texas Association of School Boards cooperative to provide the College with our General Liability policy, Professional & Educator's Liability policy, Privacy & Information Security policy, and our Automobile coverage for the 2026 school year at a cost of \$74,221.

Background and Rationale: The College has used the Texas Association of School Boards for our liability and auto insurance for over 10 years. They have a very good understanding of the College's Governmental Immunity protections and what our "true exposure" is in such cases. That experience and expertise has saved us money on liability issues in the past. This year's premium is an increase of \$2,544 from last year attributed to the auto coverage.

Cost and Budgetary Support: \$74,221.00
Current Unrestricted Operating Budget 2025 - 2026

Strategic Priority Alignment: Student Success Community Impact
 Resource Optimization Institutional Excellence

Resource Person(s):
Cynthia Ward, Assoc. VP of Financial Operations / Controller
Jessica Garcia, Assistant Controller

Signatures:
Cynthia Ward Jessica Garcia
Originator

8.5.25
Date

[Signature]
Cabinet-Level Supervisor

08/02/25
Date

President's Approval:
[Signature]
President

08/02/25
Date



**TASB™
RISK
FUND**

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

July 24, 2025

Clarissa Bueno

Wharton County Junior College

Dear Clarissa Bueno,

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.

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 Rosa Brown 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.



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Administered by the Texas Association of School Boards

Sincerely,
Rosa Brown
Senior Risk Management 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: 1 (512) 505-2810

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.

Wharton County Junior College

Contribution & Coverage Summary (CCS) Participation Period: 10/1/2025 through 9/30/2026

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.

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
Automobile Liability	\$1M Combined Single Limit	\$1,000	\$9,386
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$2,012
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$50,323
Privacy & Information Security	\$500,000	\$0	\$12,500
Total Contribution			\$74,221

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.

Wharton County Junior College

Automobile Coverage Summary

Participation Period: 10/1/2025 through 9/30/2026

Total Automobile Contribution: \$11,398

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	\$1,000
Automobile Physical Damage - Collision	Actual Cash Value	\$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$1,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$5,000

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.'

Wharton County Junior College

School Liability Coverage Summary Participation Period: 10/1/2025 through 9/30/2026 Total School Liability Contribution: \$50,323

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 \$3,000,000 Maximum Annual Aggregate	\$3,000,000	\$10,000
General Liability	\$3,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

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.



Wharton County Junior College

Cyber Liability & Security Coverage Summary Participation Period: 10/1/2025 through 9/30/2026 Total Cyber Liability & Security Contribution: \$12,500

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

Coverage	Aggregate Limit Per Event	Deductible
Cyber Liability & Security	\$500,000	\$0

Cyber Liability & Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this coverage have been fully disclosed or reported.



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	Clarissa Bueno	Director, Purchasing	BuenoC@wcjc.edu
TASB RMF-Liability	Clarissa Bueno	Director, Purchasing	BuenoC@wcjc.edu
TASB RMF- Unemployment Compensation	Rachel Bahnsen	Dean, Human Resources	bahnsenr@wcjc.edu
TASB RMF-Workers' Compensation	Rachel Bahnsen	Dean, Human Resources	bahnsenr@wcjc.edu

Program Coordinator Updates

Program	Name	Title	E-mail

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.

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



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Wharton County Junior College**
Contract Number: **P241500-2025-002**
Contract Period: **10/1/2025** through **9/30/2026**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Wharton County Junior College**
Contract Number: **P241500-2025-002**
Contract Period: **10/1/2025** through **9/30/2026**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
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