



**TASB RISK MANAGEMENT FUND
SCHOOL LIABILITY COVERAGE AGREEMENT
ADDITIONAL INSURED ENDORSEMENT—GL ONLY**

Program Participant: Tomball ISD

CD# P101921-2026-001

Effective Dates of Endorsement: September 30, 2026 Only

1. This endorsement modifies the School Liability Coverage Agreement of the TASB Risk Management Fund. Words and phrases in first capital letter boldface are defined in the School Liability Coverage Agreement, which is available upon request.

2. The School Liability Coverage, Part A (General) § 3 definition of **Covered Person**, is amended to include:

“(C) **Covered Person** will also include The City of Tomball, that the Fund Member has agreed to provide general liability coverage in a **Contract Requiring Insurance**, and will be considered an Additional Insured under General Liability Coverage (Part C) of the School Liability Coverage Agreement. However, such coverage will be only for liability for **Bodily Injury** or **Property Damage** arising out of an **Occurrence** that takes place during the **Participation Period**, and that is caused by negligent acts or omissions of the Fund Member, and only if the negligent acts or omissions of the Fund Member form the basis for a civil or alternative dispute proceeding filed against the Fund Member and would not be barred by governmental immunity, sovereign immunity, statutory immunity (including immunities available under the Texas Tort Claims Act and the statutory election of remedies), educator immunity, official immunity, or derivative immunity.

3. The following definition is added to the School Liability Coverage Agreement, Part A (General), § 3:

“**3.13 Contract Requiring Insurance** means that part of any written contract or agreement under which the Fund Member is required to include a person or organization as an Additional Insured under the General Liability Coverage (Part C) of the School Liability Coverage Agreement.”

4. In addition to any limitations in the School Liability Coverage Agreement, the coverage provided to the Additional Insured by this endorsement is further limited as follows:

4.1 No coverage will be afforded to the Additional Insured if no coverage applies to the Fund Member;

- 4.2 In the event the limits of coverage for the General Liability Coverage shown in the Contribution and Coverage Summary exceed the limits of liability required by the **Contract Requiring Insurance**, the coverage provided to an Additional Insured will be limited to the limits of liability required by that **Contract Requiring Insurance**. This endorsement will not increase the limits of coverage described in the Contribution and Coverage Summary.
- 4.3 If the **Contract Requiring Insurance** requires this coverage to apply on a primary basis, this coverage is primary, and the TASB Risk Management Fund will not share with any other insurance.
- 4.4 Any coverage for the Additional Insured will only be provided if the **Occurrence** of **Bodily Injury** or **Property Damage** occurs:
 - (A) after the signing and execution of the **Contract Requiring Insurance** by the Fund Member;
 - (B) while the **Contract Requiring Insurance** is in effect;
 - (C) during the **Participation Period**; and
 - (D) during the effective dates of this endorsement.
5. As a condition of coverage provided to the Additional Insured by this endorsement, the Additional Insured must give the TASB Risk Management Fund written notice as soon as practicable of an **Occurrence** that may result in a claim. The Additional Insured is subject to all claims handling and reporting requirements of the School Liability Coverage Agreement.