



**NORTH CAROLINA SCHOOL BOARDS TRUST
WORKERS' COMPENSATION FUND**

Fund Contribution—Renewal Invoice

Member: Warren County Board of Education
Invoice #: WC2425-12

Date Issued: May 21, 2024
Payment Due on or Before: July 1, 2024

Coverage Period: July 1, 2024, at 12:01 am to July 1, 2025, at 12:01 am

Classification of Operations	Manual Rate (Per \$100)	Estimated Payroll	Estimated Manual Fund Contribution
8868 Professional	0.58	4,881,482	28,313
9101 All Other Employees	4.35	1,290,958	56,157
Totals:		6,172,440	84,469

Notes:

***PMA Cinch® Access:**

Includes access for one user to the PMA Cinch Risk Management Information System. PMA Cinch access is optional and amount may be deducted from Annual Estimated Fund Contribution if such access is not desired. Please note that the Adjusted Fund Contribution amount includes on-line reporting of claims via the PMA system regardless of whether or not Cinch Access is purchased by your district.

****Annual Estimated Fund Contribution:**

The annual estimated Fund Contribution will be adjusted at the end of the coverage period based on actual payroll, which is subject to independent payroll audit.

Experience Modification Factor:	0.82
Standard Fund Contribution:	69,265
Schedule Rating Modification:	0.85
Adjusted Fund Contribution:	58,875
*On-line PMA Cinch® Access:	500
Terrorism (\$.010 per \$100 of Payroll):	617
Catastrophe [other than Certified Acts of Terrorism] (\$.010 per \$100 of Payroll):	617
**Annual Estimated Fund Contribution:	\$60,610

TERMS:

Workers' Compensation Coverage: Statutory
Employers' Liability Coverage:
Bodily Injury by Accident, \$3 million each accident
Bodily Injury by Disease, \$3 million each employee/coverage period aggregate

PROGRAM ENHANCEMENTS:

2024-2025 Loss Prevention Services Coupon: \$1,000
Please refer to page 2, Program Enhancements & Resources, for an overview of available resources and information about the district's 2024-2025 Loss Prevention Services Coupon.

Payment Options

Payment is due on or before July 1, 2024. Due to ongoing check fraud and USPS delivery issues, payments should be made electronically via ACH (preferred) or with a check via FedEx or Hand Delivery. Please do not combine this payment with other payments due to NCSBA or NCSBT. For information or questions regarding this renewal invoice, contact Donna Lynch at 919-747-6685 or dlynch@ncsba.org.

To pay via ACH:

NC School Boards Trust - Workers' Compensation
Routing/ABA: 021052053 (Trulst)
Acct. #: 28843848
Invoice #: WC2425-12

Please include the invoice number and payment description to help ensure posting to the correct invoice.

To pay via Check, FedEx or Hand Deliver to:

North Carolina School Boards Association
7208 Falls of Neuse Rd, Suite 301
Raleigh, NC 27615
Attn: Melody Coons

Please include a copy of this invoice with the check payment.

**AGREEMENT TO PARTICIPATE IN THE
NORTH CAROLINA SCHOOL BOARDS TRUST
WORKERS' COMPENSATION FUND**

The North Carolina School Boards Trust (hereinafter the "Trust" or "NCSBT") provides local boards of education the opportunity to budget funds for the purpose of paying all or part of a workers' compensation claim, pursuant to the North Carolina General Statutes governing workers' compensation, or all or part of a covered employers' liability claim, pursuant to the terms, conditions, and limits of the NCSBT Workers' Compensation Trust Fund Coverage Agreement (hereinafter the "Coverage Agreement"). The Trust does not provide any liability coverage for any claim which could not be paid by a local board of education pursuant to N.C.G.S. §115C-43(b) or successor statute. The Trust is not an insurance company or corporation duly licensed and authorized to execute insurance contracts in this state or a qualified insurer as determined by the North Carolina Department of Insurance. Therefore, participation in the North Carolina School Boards Trust Workers' Compensation Fund (hereinafter the "Fund") expressly is not considered a waiver of governmental immunity as provided in N.C.G.S. §115C-42 as to employers' liability claims.

This Agreement to Participate in the North Carolina School Boards Trust Workers' Compensation Fund (hereinafter "Agreement"), in accordance with the provisions of N.C.G.S. §§160A-460 through -464, is entered into by and between the Trust and the undersigned board of education or other educational entity (hereinafter the "Member"), which is a member of the North Carolina School Boards Association (hereinafter "NCSBA"), for the purpose of the Fund providing to the Member statutory workers' compensation coverage for its locally and federally funded workers' compensation exposures and employers' liability coverage, such coverages to be provided in accordance with the terms, conditions, and limits set forth in the Coverage Agreement. The coverage provided through participation in the Fund is provided solely to the Member board, except that with regard to employers' liability claims, coverage is also provided to the Member's individual board members but only in their official capacity as an employer.

The duration of this Agreement shall be for a term commencing at 12:01 a.m. on the date indicated elsewhere in this Agreement and continuing for the remainder of the fund year thereafter.

The Trust and the Member are desirous of setting forth the obligations and responsibilities of each party hereto.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

- I. THE TRUST AGREES THAT SO LONG AS THE MEMBER IS PARTICIPATING HEREUNDER, IT WILL:
 - A. Make workers' compensation and employers' liability coverage available to the Member in accordance with the terms, conditions, and limits set forth in this Agreement, the Coverage Agreement, and the excess insurance coverage purchased by the Trust. Employers' liability coverage provided by the Fund shall be excess over any insurance or other coverage covering the Member board or its individual board members in their official capacity as an employer of the Member's employees.
 - B. Establish within the Trust separate cash reserve funds from the contributions of all Members, which funds shall be invested and shall not be intermingled with any other funds of the Trust and which funds shall be used by the Trust or its designee to:
 1. Pay all operational and administrative costs incurred by the Trust attributable to the Fund.
 2. Defend and/or pay all workers' compensation claims for which a Member is legally responsible under the North Carolina General Statutes governing workers' compensation which arise out of an injury or occupational illness occurring during the term of this Agreement and all covered employers' liability claims, subject to the terms, conditions, and limits of the Coverage Agreement, the excess insurance purchased by the Trust, the Trust's Claim Settlement Practices with respect to

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employers' liability claims, and the litigation and billing procedures of the Trust or its designee. If a Member elects to discontinue participation in the Fund, the Trust or its designee will continue to administer and pay all claims incurred during the term of this Agreement as set forth above until such claims are resolved or closed.

3. Purchase excess insurance coverage for the benefit of the Member.
 4. Obtain all bonds upon such terms and in the amounts as may be required by the North Carolina Industrial Commission.
- C. Collect from each Member contributions based upon the loss experience of the Member and the loss experience of the Fund, operating expenses, excess insurance costs, and exposure of each Member. Such contributions shall be kept in designated reserve funds, and from such funds all administrative, excess insurance, and claims costs shall be paid.
 - D. Reserve the right to require an additional or supplemental fund contribution from each Member for any fund year in which the initial contribution rate and unallocated Fund reserves, if any, are inadequate to pay operating expenses and claim costs.
 - E. Furnish appropriate claims reporting forms and procedures and loss reports to Members.

II. THE MEMBER AGREES THAT IT WILL:

- A. Be responsible, along with its prior insurers, if any, for all workers' compensation or employers' liability claims that pre-date or arise out of events or circumstances that pre-date this Agreement, thereby holding the Trust financially harmless therefrom, except for those workers' compensation claims which are covered under any prior workers' compensation agreement between the Trust and the Member, and as to those claims, the Trust will continue to be responsible for those claims as provided under any such prior agreement.
- B. Enroll in the Fund for a twelve-month fund year or the remaining portion thereof and obligate itself to pay all required fund contributions as prescribed by the Trustees of the Trust and any applicable deductibles.
- C. Allow the Trust and/or its designee to inspect the premises owned or used by the Member and to examine a Member's records insofar as they relate to coverage afforded by this Agreement.
- D. Provide to the Trust additional information or documentation as requested to verify or support the initial underwriting data provided to the Trust.
- E. Implement procedures recommended by the Trust or its designee for the purpose of reducing workers' compensation and/or employers' liability exposures.
- F. Execute and submit to the Trust or its designee any and all forms required by the Trust.
- G. Comply with the North Carolina General Statutes governing workers' compensation.
- H. Designate a risk management coordinator to act as a liaison between the Member and the Trust or its designee.
- I. Attend any training programs and sessions deemed necessary by the Trust.
- J. By signing this Agreement, grant to the Trust the full power of attorney to:

1. Present all forms and related information to any administrative body, board, agency, or any court of law, as may be necessary, to defend or facilitate claims covered by the Fund.
 2. Obtain and retain all account information, reports, or any information or data that may affect any of the Member's claims that are covered by the Fund.
 3. Do any and all acts without qualification that are necessary or convenient to effectuate the implementation and performance of the Fund.
- K. Immediately notify the Trust and/or its designee of any claim made against the Member. The Member further agrees to ensure that all necessary persons are aware of the Coverage Agreement and are aware of and understand the "Notice of Claim" and "Defense of Claims" provisions of the Coverage Agreement and their responsibilities thereunder.
- L. Cooperate with the Trust and/or its designee in the investigation, defense, or settlement of claims and otherwise comply with all obligations set forth hereunder. The Member shall attend hearings and trials as required by the Trust and shall assist in obtaining the attendance of witnesses. The Member shall not admit any liability, settle any claim, waive any defense, incur any cost, or retain any attorney, the cost of which the Member expects the Fund to pay, without the prior written consent of the Trust.
- III. This Agreement, as approved by the Member, shall be forwarded to the Trust or its designee.
- IV. The Trust shall acknowledge acceptance of this Agreement by noting hereon in the space provided the effective date of its acceptance and shall return a fully executed copy thereof to the Member.
- V. The effective date initiating the obligations and rights of the parties to this Agreement shall commence upon the date stated herein and upon receipt by the Trust of the Member's fund contributions payable in advance. Failure by the Member to pay all fund contributions as required by the Trust or to maintain its membership in NCSBA shall terminate this Agreement and void the Member's rights in the Fund upon fifteen (15) days' written notice to the Member, except that the Fund will continue to be liable for all workers' compensation and covered employers' liability claims incurred by the Member while the Member was in full compliance with this Agreement.
- VI. In the event of default by a Member as specified in Section V. hereof, or in the event of discontinuance of participation by a Member, all fund contributions made by the Member shall remain the sole property of the Trust, and said Member shall have no rights therein.

Except as expressly provided in Section II.A. above, this Agreement supersedes and replaces any and all prior agreements between the Trust and the Member regarding the provision of workers' compensation coverage by the Fund to the Member.

- VII. This Agreement to Participate may be executed by either party or all parties and delivered by scanning the executed document for electronic transmission. The Trust and the Member agree that such facsimile signatures and execution shall be legal and binding without objection by either party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**NORTH CAROLINA SCHOOL BOARDS TRUST
WORKERS' COMPENSATION FUND**

NAME OF SCHOOL BOARD MEMBER

By: _____
NCSBT Authorized Representative

Warren County Board of Education
School Board

Date Signed

By: 
(signature)

Effective Date of Coverage

Keith Sutton
(print name)

Coverage Agreement Number

Superintendent
Title

5/31/2024
Date Signed

252-257-3184
Telephone Number

Ksutton@warrenk12nc.org
Email address

This signed Agreement must be received by NCSBT by June 30, 2024, to secure coverage effective July 1, 2024.

Fund contribution payments are due to NCSBT on or before July 1, 2024.

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

(Date)

(Signature of Finance Officer)