



**Member Name:** Darrington School District  
**Effective Dates:** September 1, 2022 through August 31, 2023

This Endorsement is part of the Coverage Agreement #COV22-23 issued by the Washington Schools Risk Management Pool (WSRMP) and is subject to the Limits of Liability, retentions, terms, conditions, and exclusions of the Coverage Agreement to which this Endorsement is attached. It is agreed that such coverage as is afforded by the Coverage Agreement is subject to the additional provisions. In the event of conflict with any provisions elsewhere in the Coverage Agreement, the provisions of this Endorsement will apply, up to the Limits of Liability of the Coverage Agreement.

This Endorsement modifies the language of Coverage Agreement #COV22-23 Article III, Section F, Subsection 1.o.

A. Employers Liability–Stop Gap

This Employers Liability–Stop Gap Endorsement applies to Bodily Injury by accident or Bodily Injury by disease. Bodily Injury includes resulting death.

1. The Bodily Injury must arise out of and in the course of the injured Employee’s employment by the District.
2. The employment must be necessary or incidental to the District’s work in Washington State.
3. Bodily Injury by accident must occur during the term of the Coverage Agreement to which this Endorsement is attached.
4. Bodily Injury by disease must be caused or aggravated by the conditions of employment. The Employee’s last day of last exposure to the conditions causing or aggravating such Bodily Injury by disease must occur during the term of the Coverage Agreement to which this Endorsement is attached.

B. Limits of Liability

WSRMP’s liability to pay for Damages is limited to those limits listed below.

**\$100,000 Bodily Injury by Accident–Each Accident;  
\$100,000 Bodily Injury by Disease–Each Employee; and  
\$500,000 Bodily Injury by Disease–Aggregate.**

The Limits of Liability apply as explained below.

1. Bodily Injury by Accident. The limit shown for Bodily Injury by Accident–Each Accident is the most WSRMP will pay for all Damages covered by this Employers Liability–Stop Gap Endorsement because of Bodily Injury to one or more Employees in any one accident.

2. A disease is not Bodily Injury by accident unless it results directly from Bodily Injury by accident.
3. Bodily Injury by Disease. The limit shown for Bodily Injury by Disease–Aggregate is the most WSRMP will pay for all Damages covered by this Employers Liability–Stop Gap Endorsement and arising out of Bodily Injury by disease, regardless of the number of Employees who sustain Bodily Injury by disease. The limit shown for Bodily Injury by Disease–Each Employee is the most WSRMP will pay for all Damages because of Bodily Injury by disease to any one Employee. Bodily Injury by disease does not include disease that results directly from a Bodily Injury by accident.
4. WSRMP will not pay any claims for Damages after WSRMP has paid the applicable Limit of Liability under this Employers Liability–Stop Gap Endorsement.
5. For the purpose of determining WSRMP’s Limit of Liability under this agreement, all Bodily Injury arising out of continuous or repeated exposure to substantially the same general conditions or from related conditions shall be considered as arising out of one Occurrence.

**C. WSRMP Will Pay**

WSRMP will pay all sums that the District legally must pay as Damages because of Bodily Injury to the District’s Employees, provided the Bodily Injury is covered by this Employers Liability–Stop Gap Endorsement.

The Damages WSRMP will pay, where recovery is permitted by law, include Damages:

6. For which the District is liable to a third-party by reason of a Claim or Lawsuit against the District by that third-party to recover the Damages claimed against such third-party as a result of injury to the District’s Employee;
7. For care and loss of services; and
8. For consequential Bodily Injury to a spouse, child, parent, brother or sister of the injured Employee; provided that these Damages are the direct consequence of Bodily Injury that arises out of and in the course of the injured Employee’s employment by the District; and
9. Because of Bodily Injury to the District’s Employee that arises out of and in the course of employment, claimed against the District in a capacity other than as employer.

**D. WSRMP Will Also Pay**

WSRMP will also pay these costs, in addition to other amounts payable under this Endorsement, as part of any Claim, proceeding or Lawsuit we defend:

10. Reasonable expenses incurred at our request, but not loss of earnings;
11. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the Limit of Liability under this Endorsement;
12. Litigation costs taxed against the District;
13. Interest on a judgment as required by law until we offer the amount due under this Endorsement; and
14. Expenses WSRMP incurs.

**E. WSRMP Will Defend**

WSRMP has the right and duty to defend, at its expense, any Lawsuit against the District for Damages payable by this Employers Liability–Stop Gap Endorsement. WSRMP has the right to, at its own discretion, after notice to the District, compromise or settle any Claim or Lawsuit if, at the time, WSRMP determines that settlement or compromise will be more economical than defense. If the District does not want the Lawsuit settled or compromised, the District may at that time assume the cost of defense, settlement and/or judgment.

WSRMP has no duty to defend a claim, proceeding or Lawsuit that is not covered by this insurance. WSRMP has no duty to defend or continue defending after it has paid the applicable Limit of Liability under this Employers Liability–Stop Gap Endorsement.

**F. Exclusions**

This Employers Liability–Stop Gap Endorsement does not cover:

15. Liability assumed under a contract. This exclusion does not apply to a warranty that the District’s work will be done in a workmanlike manner;
16. Punitive or exemplary damages;
17. Bodily Injury to an Employee while employed in violation of law with the District’s actual knowledge or the actual knowledge of any of the District’s executive officers;
18. Any obligation imposed by a workers’ compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
19. Bodily Injury intentionally caused or aggravated by the District;
20. Bodily Injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to Bodily Injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

21. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee, or any personnel practices, policies, acts or omissions;
22. Bodily Injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1431-1456a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
23. Bodily Injury to any person subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay Damages to an Employee due to Bodily Injury arising out of or in the course of employment, or any amendments to those laws;
24. Bodily Injury to a master or member of the crew of any vessel;
25. Fines or penalties imposed for violation of federal or state law;
26. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding Damages for violation of those laws or regulations issued thereunder, and any amendments to those laws;
27. Bodily Injury directly or indirectly caused by, arising out of, resulting from, attributable to, or occurring concurrently or in any sequence with a Communicable Disease.
28. Bodily Injury caused by, arising out of, or resulting from, directly or indirectly from the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of illegal Cannabis determined by applicable State law.

**G. Other Insurance**

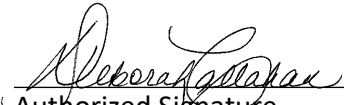
If any other valid and collectible insurance or coverage exists for the Claim or Lawsuit, whether primary, excess, concurrent, or contingent, then the coverage provided by this Employers Liability-Stop Gap Endorsement will not apply to the Claim or Lawsuit.

**H. Recovery From Others**

WSRMP has the District's rights to recover any payment WSRMP makes under this Employers Liability-Stop Gap Endorsement from anyone liable for an injury covered by this Endorsement. You will do everything necessary to protect those rights for WSRMP and to help WSRMP enforce them.

I. Actions Against Us

There will be no right of action against WSRMP under this Employers Liability-Stop Gap Endorsement.

  
Authorized Signature

September 1, 2022  
Date of Issue