

INDEMNIFICATION

- 1.0 **General.** The District shall indemnify the Board of Education (hereafter, “members”), its elected and appointed officers, (hereafter “officers”) and members of the Superintendent’s Senior Staff, including the Superintendent (hereafter, “administrators”), together with their heirs, estates and personal administrators, against any and all claims, judgments, costs, attorney fees and other reasonable expenses to the extent permitted by the Constitution and laws of Colorado and as set forth below.
- 2.0 **Purpose of Policy.** In order to encourage elected officials, appointed officers and administrators to effectively and efficiently perform their duties and to protect such individuals in the performance of their duties so that qualified persons are not discouraged from seeking such positions, it is desirable to provide such individuals assurances by way of indemnification against claims and causes of action which might arise in the performance of their duties for the District.
- 3.0 **Scope of Indemnification.** The Superintendent shall secure and the District shall pay the fees and costs for competent legal counsel to defend any member, officer, or administrator who is a party defendant or is threatened with being made a party defendant in any civil, administrative, investigative, or criminal action, suit or proceeding arising out of acts and omissions during the person’s term of office, appointment or employment with the District.
 - 3.1 The District shall pay all expenses, court costs, expert fees, attorneys' fees, fines, appellate costs and necessary bonds relative thereto, and judgments and amounts paid in settlement or satisfaction of judgments in connection with such proceedings.
- 4.0 **Reservation of Rights.** The District shall provide such defense and indemnity subject to a “reservation of rights” permitting the District to recover all legal fees, costs and expenses paid or advanced on the individual’s behalf in the event the Board later determines that the individual has not met the requirements of this policy.
- 5.0 **Indemnity for Civil Claims.** The Superintendent shall apply the provisions of this policy to all acts and omissions of any member, officer, or administrator committed during any term of office, appointment, or during employment and resulting in a civil claim or lawsuit so long as the following pre-requisites for defense and indemnity have been met:
 - 5.1 The claim arises from an act or omission of a member, officer, or administrator occurring during the performance of his or her duties and within the scope of employment/official duties.
 - 5.2 The act or omission was undertaken in good faith and was not willful or wanton as such term is defined by the Colorado Governmental Immunity Act.
 - 5.3 The member, officer, or administrator did not fail to notify the District of the incident or occurrence which led to the claim within a reasonable time after such incident or occurrence if such incident or occurrence reasonably could have been expected to lead to a claim.
 - 5.4 The member, officer, or administrator has not compromised or settled the claim without the consent of the District.
 - 5.5 The claim is not one asserted by the District against the member, officer, or administrator.
- 6.0 **Indemnity for Criminal Claims.** In those instances in which members, officers, or administrators are charged with criminal conduct, the District shall provide defense and indemnity if all of the following conditions are satisfied:

- 6.1 The criminal charge or charges do not involve (as defined by the applicable criminal code or statute) crimes against persons, including without limitation homicide, assault, kidnapping and unlawful sexual behavior, and crimes involving moral turpitude.
- 6.2 The criminal charge or charges do not allege that the member, officer, or administrator obtained or attempted to obtain any personal economic benefit.
- 6.3 The criminal charge or charges arise from acts or omissions by the member, officer, or administrator occurring during the performance of his or her authorized duties.
- 6.4 The member, officer, or administrator had no reasonable cause to believe that such act or omission was unlawful.
- 6.5 The member, officer, or administrator had no reasonable cause to believe that such act or omission was not in the best interests of the District.
- 6.6 The claim or charge is not brought, charged or filed against the individual by the District.
- 7.0 **Presumptions.** It shall not be presumed that a person did not act in good faith and in the reasonable belief that his or her action was in the best interest of the district as a result of:
 - 7.1 Termination of any action, suit or proceeding by judgment adverse to such person, by settlement, or by plea of nolo contendere or its equivalent;
 - 7.2 Likewise, with respect to any criminal action or proceeding, such outcomes shall not in themselves create a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.
- 8.0 **Insurance.** The District shall purchase liability insurance and errors-and-omissions insurance in such amounts recommended by the District's insurance advisors to protect members and officers individually and collectively for claims made against them as a result of their membership on the Board or service in a Board-appointed office.
- 9.0 **Appointment of Counsel.** Legal counsel for the member, officer, or administrator shall be selected by the Superintendent or designee, or, if applicable, by authorized representatives of the District's insurance carrier or self-insurance plan. The member, officer, or administrator may retain additional and/or different legal counsel than that approved by the Superintendent or the authorized insurance representative, provided that the member, officer, or administrator shall be solely responsible for all fees, costs and expenses of such counsel.
- 10.0 **Invalidity/Unenforceability.** The invalidation of this policy as to any particular claim shall not be construed as rendering the policy invalid as to other claims. The invalidation of any provision of this policy shall not render any other provisions invalid.
- 11.0 **Governmental Immunity.** This policy shall not be deemed to waive, limit, modify or alter any insurance benefits, immunities, privileges, rights or defenses of the District or any person subject to the benefits of this policy, including but not limited to the immunities and defenses established in the Colorado Governmental Immunity Act.

LEGAL REF.:
C.R.S. § 24-10-101 et seq.