

Board of Education Member and Superintendent of Schools Indemnification

To the extent permissible under law, Board of Education members and the Superintendent of Schools shall be indemnified and held harmless by the School District for any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission or similar matter committed during the performance of their duties and within the scope of their employment, unless such act or omission is willful or wanton or in bad faith.

The indemnification of a Board of Education member or a Superintendent of Schools shall be limited to:

- Defending or providing the costs of defense against the acts or omissions covered by this policy.
- Payment of all compromises, settlements and/or final judgments resulting from the acts or omissions covered by this policy.

Notwithstanding any other provision in this policy, a Board of Education member or the Superintendent of Schools shall not be indemnified nor held harmless by the School District if any of the following circumstances occur:

- The Board of Education member and/or Superintendent of Schools does not provide to the School District timely and adequate notice of any claim or potential claim known to him.
- The Board of Education member and/or Superintendent of Schools compromises or settles the claim or admits liability without the consent of the School District.
- The Board of Education member and/or Superintendent of Schools fails to cooperate with the School District, its agents or attorneys in the conduct of litigation or pre-litigation efforts, or in the negotiation of any settlement.

This policy shall be construed as consistent with and supplementary to the Colorado Governmental Immunity Act.

Administrative Review: August 2015

Revised and recoded: July 17, 2019

LEGAL REFS.: 20 U.S.C. 7941 through 7948 (*Coverdell Teacher Protection Act limits the liability of school board members*)
C.R.S. 22-12-101 *et seq.* (*Teacher and School Administrator Protection Act also limits liability of school Board members*)
C.R.S. 22-32-104 (5) (*Board member compensation*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law also apply to school Board members*)
C.R.S. 22-32-110 (1)(n), (u) (*power to provide necessary expenses*)
C.R.S. 24-10-101 *et seq.* (*Colorado Governmental Immunity Act*)

File: B-9 (BID/BIE)

C.R.S. 24-18-104 (3)(d), (e) *(reimbursements are not considered gifts)*

CROSS REFS.:

Administrative policies:

DKC, Expense Authorization/Reimbursement (Mileage and Travel)

EI, Insurance Program/Risk Management

Weld County School District Re-3J, Hudson, Colorado