

REVISED POLICY – VOL. 25, NO. 2DEFENSE AND INDEMNIFICATION OF  
BOARD MEMBERS AND EMPLOYEES

It is the policy of the Board to defend and indemnify Board members and employees in claims brought against them if:

- A. the acts and omissions which gave rise to a claim arise out of their office or employment;
- B. the Board receives timely notice of the claim and has the opportunity to evaluate ~~the~~ **and** defend against the claim; and
- C. the Board member or employee's acts or omissions which are the basis of the claim are not predicated on or arise out of bad faith or malfeasance.

The Board may purchase one or more policies of insurance or self-insure to implement this policy. Where counsel is provided by an insurance carrier, the Board shall be advised in the implementation of this policy by that counsel and the school attorney appointed by the Board.

As used in this policy, the term "Board members and employees" means

| (X) Board members,

| (X) employees,

| (–) ~~volunteers,~~

| (–) ~~student teachers,~~

| (–) ~~parent organizations.~~

| (–) Other \_\_\_\_\_

As used in this policy, "defend and indemnify" means paying all costs of defense including attorneys' fees, court costs, and costs of litigation as well as any judgment or settlement of a claim. Pursuant to the authority given to the Board by I.C. 20-26-5-4(15), the Board may purchase liability insurance or self insure to pay these expenses.

As used in this policy, the term "claim" includes a demand or cause of action based upon an alleged tort, breach of contract, or violation of an Indiana ~~and~~ or Federal statute or constitution.

In implementing this policy, the Board may authorize the defense and indemnification of a Board member or employee by adopting a resolution pursuant to the authority given the Board in I.C. 20-26-5-4(17). A resolution adopted pursuant to this policy may reserve to the Board the right to make a final determination concerning the defense and indemnification of the Board member or employee when the facts which gave rise to the claim have been fully investigated and evaluated. If a resolution of the Board reserves a right to make a final determination, and the Board does not exercise that reserved right, the preliminary resolution shall become the Board's final determination. Failure to pass a resolution shall not affect the Board's authority or responsibility to defend or indemnify a Board member or employee. However, if a resolution is put to a vote by the Board and the resolution fails, the Board shall not defend or indemnify the Board member or employee pursuant to this policy.

It is the policy of the Board to pay all costs and fees incurred by or on behalf of any employee of the ~~Corporation~~Career Center, including a member of a committee, a commission, an authority, or another instrumentality of the Board, in defense of any suit arising out of the performance of duties for, or employment with, the ~~Corporation~~Career Center, provided the Board by resolution determines that such action was taken in good faith. The ~~Corporation~~Career Center shall, subject to the provisions of Statute, also pay any judgment, compromise, or settlement of the claim or suit when the Board determines that it is in the best interest of the ~~Corporation~~Career Center, the act or omission causing the loss is within the scope of the employee's employment, and the employee did not act in bad faith or with malfeasance in office or employment. The intent is to hold any such employee harmless from any liability, cost, or damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost, or damage is predicated on, or arises out of, the bad faith of such employee or is a claim or judgment based on his/her malfeasance in employment.

I.C. 20-26-5-4(15) and (17), 34-13-2 through 4, 34-13-3-20