

DEFENSE AND INDEMNIFICATION OF BOARD MEMBERS AND EMPLOYEES

Liability protection pursuant to Education Law

The Board recognizes its statutory obligation to indemnify THE KINDERHOOK CENTRAL SCHOOL DISTRICT (hereinafter referred to as the Ichabod Crane Central School District) employees, and in certain circumstances, Board members and volunteers, pursuant to the provisions of sections 3023, 3028 and 3811 of the Education Law. For the purposes of this policy, the term “employee” shall be as defined in the applicable statute(s).

Ichabod Crane shall not be subject to the duty to defend unless the employee, within the time prescribed by statute, delivers appropriate notice of the claim to the Board.

- (a) For purposes of Education Law Section 3811, the employee must give written notice within five (5) days after service of process upon him/her. The statute mandates only written notice of the claim to the Board; however, submission of relevant legal documents by the employee to the Board is also encouraged.
- (b) For purposes of Education Law Sections 3023 and 3028, the employee must deliver the original or a copy of the relevant legal documents to the Board within ten (10) days after service of process upon him/her.

Ichabod Crane will provide legal defense and/or indemnification for all damages, costs, and reasonable expenses incurred in the defense of an action or proceeding if authorized pursuant to statute and provided that the alleged action or omission which occurred or allegedly occurred is covered by the appropriate statute(s). Furthermore, Ichabod Crane will not be required to provide indemnification protection and/or legal defense unless the employee was, at the time of the alleged incident, acting in the discharge of his/her duties within the scope of his/her employment or authorized volunteer duties and/or under the direction of the Board.

Public Officers Law Section 18

The Board hereby also confers the benefits of Section 18 of the New York State Public Officers Law upon the “employees” of Ichabod Crane, as defined in Section 18 of the Public Officers Law; and Ichabod Crane assumes the liability for the costs incurred in accordance with the provisions of Section 18. The benefits accorded to Ichabod Crane employees under Section 18 of the Public Officers Law shall supplement and be available in addition to defense or indemnification protection conferred by other enactments or provisions of law.

Pursuant to the provisions of Section 18 of the Public Officers Law, and upon compliance by the employee with the requirements of this statute, Ichabod Crane shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. Furthermore, Ichabod Crane shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties. However, in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the Board.

The duty to defend and/or indemnify and save harmless, in accordance with Section 18 of the Public Officers Law, shall be conditioned upon the delivery by the employee to the Ichabod Crane's attorney or to the Superintendent a written request to provide for his/her defense, together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after he/she is served with such document. Pursuant to Section 18, the full cooperation of the employee in the defense of such action or proceeding and in the defense of any action or proceeding against Ichabod Crane based upon the same act or omission, and in the prosecution of any appeal, shall also be required as a condition for Ichabod Crane's duty to defend and/or indemnify and save harmless to exist.

Exceptions to Liability Coverage

Indemnification coverage and/or provision of legal defense by Ichabod Crane will not apply unless the actionable claim is of the type covered by the statute(s) and/or is not otherwise exempt from coverage pursuant to law. Additionally, indemnification coverage and/or the duty to provide a defense shall not arise where such action or proceeding is brought by or on behalf of Ichabod Crane.

Public Officers Law Section 18

Education Law Sections 1709(26) and (34-b), 2560, 3023, 3028, and 3811

General Municipal Law Sections 6-n and 52

Effective Date: June 6, 2017