



Policy Section: **Business and Administrative Matters**

**600**

Policy Name: **Indemnification of Board Employees And Members of the Board**

**611**

## **Policy Statement**

It is the policy of the Keewatin-Patricia District School Board (KPDSB) that the KPDSB indemnify and hold harmless its employees and members of the Board of legal liability arising out of an act, error, or omission by the individual acting in good faith on behalf of the KPDSB.

## **Administrative Regulations**

1. The KPDSB agrees to indemnify and hold harmless its employees and members of the KPDSB with respect to any and all claims, complaints, or charges, and in particular to pay on their behalf all fines, awards, and reasonable sums which the individual shall become obligated to pay by reason of any court order or sentence of any award and any liability imposed by law upon such individual provided, however, that the legal liability arises out of an act, error, or omission by the individual acting on behalf of the KPDSB, and also provided:
  - a) The individual was acting in good faith, in accordance with KPDSB policies and was not engaged in professional misconduct pursuant to the rules or regulations of any College or Association;
  - b) The individual did not intentionally breach the relevant statute or regulation and provided that this indemnification shall not apply to any charges pursuant to the Criminal Code (except that Subsection 171(1), par. 18 of the Education Act, R.S.O. 1990, c. E2 shall apply), Food and Drugs Act, or Controlled Drugs and Substances Act.
  - c) The claim does not arise out of a matter personal to the individual;
  - d) The individual provides full information to the KPDSB and its agents, in a timely manner, with respect to the incident and surrounding circumstances and cooperates fully with the KPDSB and its agents with respect to the investigation, negotiation, settlement, and defense of the claim, charge, etc.; and
  - e) The indemnification is subject to a specific order of a court or Board of competent jurisdiction prohibiting indemnification.

Cross References  
Criminal Code  
Education Act  
Food and Drugs Act  
Controlled Drugs and Substances Act

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Date Reviewed: 08/05/2012  
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Review By: 2024



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2. With respect to any claims for damages, all of the provisions in the KPDSB's insurance policy or policies as well as any internal policy with respect to procedure and coverage will apply. With respect to charges or complaints against an individual, subject to the exceptions set out in sub-clauses 1.a, b, c, and d, the KPDSB shall appoint legal counsel and any and all experts as the KPDSB considers necessary. With respect to charges pursuant to the Criminal Code, Food and Drugs Act, or Controlled Drugs and Substances Act, the KPDSB may, in its sole and absolute discretion, determine whether it will appoint legal counsel and any and all experts as the KPDSB considers necessary. In any such case, the KPDSB shall have the full right to defend in the name of and on behalf of an individual and make such investigation and conduct such negotiations and settlements of any claim, complaint, or prosecution as may be deemed necessary or expedient by the KPDSB. Where an individual is charged or is subject to a complaint under an Act or Regulation or under the Criminal Code, and chooses to appoint their own legal counsel or experts, the KPDSB shall not be obligated to pay legal or expert costs, but shall in its sole discretion determine what, if any, amount of such legal or expert costs the KPDSB will reimburse to the individual, either during the prosecution or hearing or after the completion of the prosecution or hearing. Where an individual appoints their own legal counsel and pleads guilty to a charge, this indemnification shall not apply. Where an individual appoints their own legal counsel and there is a conviction after trial or award after a hearing, the indemnification will apply, subject to the limitations set out above.
3. The KPDSB reserves the right to dispense whatever discipline, including possible termination of employment, in accordance with other KPDSB contracts or policies, as it may deem appropriate, if the employee does not act in good faith or in accordance with KPDSB policies or goes beyond, or short of, or breaches what would be considered normal and prudent conduct. The KPDSB also reserves the right to take whatever steps it deems necessary with respect to a member of the KPDSB, on a similar basis as noted immediately above.
4. The indemnification covers employees and ex-employees for any act, error, or omission which occurred during the performance of an employee's duty while employed with the KPDSB, and also covers a member of the KPDSB for any act, error, or omission which occurred during the performance of the member's duty while a member of the KPDSB.