



# Northeastern Catholic District School Board

## INDEMNIFICATION OF MEMBERS OF THE BOARD AND EMPLOYEES

Policy Number: P-3

Authority: 98-172/03-106/18-34/21-84

### POLICY STATEMENT

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The Northeastern Catholic District School Board (NCDSB) believes in the principles of indemnification and holds its employees harmless with respect to legal liability arising out of an act, error, or omission by an individual acting on behalf of the Board. The NCDSB is committed to indemnifying its leadership and management employees in a fair and equitable manner, as such situations may arise.

### REFERENCES

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*Education Act*

*Criminal Code of Canada*

*Canada Food and Drug Act*

*Canada Narcotic Control Act*

NCDSB Policy

P-8 Progressive Discipline

### DEFINITIONS

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#### **Indemnify**

To secure against hurt, loss or damage and to compensate or reimburse for the incurred hurt, loss, or damage.

### POLICY REGULATIONS

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- 1.0 The provisions of this policy shall apply to members of the Board of Trustees, the Director of Education, Supervisory Officers, Managers, Principals and Vice-Principals.
- 2.0 The provision of this policy shall apply to those employees who are delegated authority, while serving in the absence of a Principal or Vice-Principal.
- 3.0 The NCDSB agrees to indemnify and hold harmless its employees and member of the Board of Trustees with respect to any and all claims, complaints, or charges and, in particular to pay on their behalf all fines, awards and sums which the individual shall become obligated to pay by reason of any court order or sentence or 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 NCDSB, and also provided:
  - i) The individual was acting in accordance with NCDSB policies;

- ii) 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 of Canada* (except that subsection 171(1), 18 of the *Education Act*, R.S.O. 1990, c. E2 shall apply), *Canada Food and Drug Act*, or *Canada Narcotic Control Act*;
  - iii) The individual provides full information to the NCDSB and its agents, in a timely manner, with respect to the incident and surrounding circumstances and co-operates fully with the NCDSB and its agents with respect to the investigation, negotiation, settlement and defense of the claim, charges, etc., and;
  - iv) The indemnification is subject to a specific order of a court or board of competent jurisdiction prohibiting indemnification.
- 4.0 With respect to any claims for damages, all of the provisions in the NCDSB'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 provision 3.0, subsection i-iv, the NCDSB shall appoint legal counsel and any and all experts as considered necessary.
- 5.0 Charges pursuant to the *Criminal Code of Canada*, *Canada Food and Drugs Act* or *Canada Narcotic Control Act*, the NCDSB may, in its sole and absolute discretion, determine whether it will appoint legal counsel and any and all experts as the NCDSB considers necessary. In any such case, the NCDSB shall have the full right to defend in the name of and on behalf of the 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 NCDSB.
- 6.0 Where an individual is charged or is subject to a complaint under an act or regulation or under the *Criminal Code of Canada* and chooses to appoint their legal counsel or experts, the NCDSB 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 to the NCDSB will be reimbursed to the individual, either during the prosecution or hearing, or after the completion of the prosecution or hearing.
- 7.0 Where an individual appoints their own legal counsel and pleads guilty to a charge, this indemnification shall not apply.
- 8.0 Where an individual appoints their own legal counsel and there is a conviction after the trial or award after a hearing, the indemnification will apply, subject to the limitations set out above.
- 9.0 The NCDSB reserves the right to dispense whatever discipline, including possible termination of employment, in accordance with other NCDSB contracts or policies, as it may deem appropriate, if the employee does not act in accordance with NCDSB policies or goes beyond, or short of, or breaches what would be considered normal and prudent conduct. The NCDSB also reserves the right to take whatever steps it deems necessary to a member of the Board, on a similar basis as noted immediately above.

- 10.0 The provisions of this policy apply to current and former members of the Board of Trustees, current and former employees as identified above, for any act, error or omission which occurred during the performance of an employee's duty while employed with the NCDSB or a trustee's duty while a member of the Board.