



# Bylaw No. 308

## INDEMNIFICATION

### BYLAW STATEMENT

The Board of Education of School District 87 (Stikine) believes it is in the interest of a responsive and efficient public service that trustees, officers, and employees be protected from civil liability arising from the performance of their duties. No individual shall be held personally liable for executing responsibilities vested in them by the *School Act* or lawfully assigned to them by the Board.

### LEGISLATION/REGULATION

- *School Act, Section 95*

### REGULATION

#### **1. Indemnification Obligations**

The Board will indemnify and save harmless a trustee, officer, or employee of the Board:

- a. against a claim for civil damages arising wholly or partly out of the lawful performance of their duties, or were acting in good faith, they reasonably believe to be lawful; or
- b. where an inquiry under the *Public Inquiry Act*, or another proceeding, involves the administration and conduct of the business of the School District.

#### **2. Prosecution and Legal Costs**

The Board will pay legal costs reasonably incurred in proceedings arising out of such a claim, inquiry, or proceeding including:

- a. any sum required to indemnify a trustee, officer, or employee where a prosecution arises out of the performance of their duties with the Board; and
- b. legal costs necessarily incurred in that defense.

The Board shall not pay any fine or penalty imposed on a trustee, officer, or employee resulting from a criminal or statutory conviction.

#### **3. Board's Right to Seek Indemnity**

The Board shall not seek indemnity against a trustee, officer, or employee in respect of any action that results in a claim for damages against the Board, except:

- a. where the claim arises out of the gross negligence of the trustee, officer, or employee; or

- b. where the officer or employee willfully acted contrary to:
  - i. the terms of their employment, or
  - ii. a lawful order of a superior.

#### **4. Continuity of Coverage**

The Board's obligation to indemnify a trustee, officer, or employee regarding matters occurring during their term of office or employment shall continue notwithstanding that their term of office or employment has ended.

#### **5. Control of Defense and Settlement**

Where the Board indemnifies or pays legal costs, the Board retains the exclusive right to conduct the defense of the matter and, at its sole discretion, to compromise or settle the claim.

#### **6. Exclusions from Indemnification**

The Board shall not indemnify a trustee, officer, or employee against:

- a. liability or legal fees incurred from an action or proceeding taken by the Board against the individual, or taken by the individual against the Board.
- b. liability to pay a fine, penalty, or administrative order imposed as a result of a conviction for an offence.
- c. legal fees incurred from a prosecution where the individual is convicted of an offence or receives a conditional or absolute discharge.
- d. legal fees incurred in an appeal of any conviction, sentence, judgment, or order, unless the Board specifically approves the expense by a majority vote.
- e. liability or legal fees incurred by a trustee where a court determines that the trustee knowingly contravened the *School Act*.
- f. liability incurred where a court determines that the trustee, officer, or employee knowingly permitted or authorized an expenditure not authorized by an enactment.
- g. liability incurred by a trustee resulting from a restitution order pursuant to *Section 63 of the School Act*.
- h. matters for which the Board may seek indemnity from an employee pursuant to *Section 95 of the School Act*.

#### **7. Individual Indemnity Agreements**

The Board may enter into individual indemnity agreements with its officers and employees, provided such agreements are consistent with the *School Act* and this Bylaw.