

School Attorney/Legal Services

The Board shall employ legal counsel for advice on the various aspects of the law as related to all procedures, contract requirements and duties.

The Board believes that it is appropriate in certain circumstances to provide limited indemnification for defense costs in civil legal action brought by third parties taken against district employees for conduct within the scope of their employment.

Provided that the superintendent first authorizes that legal counsel be retained, any district employee who incurs attorney fees in the defense of civil court action arising from an act or acts performed in the scope of his employment shall be reimbursed by the district for such reasonable attorney fees.

Reimbursement shall be made for such fees incurred at the trial court level. The Board shall determine if any fees or costs incurred on appeal shall be covered.

In the event that the action against the employee is covered by any insurance policy, whether provided by the district or by the employee, the provisions of this policy shall apply only to such reasonable attorney fees incurred in defense of a claim in excess of the limits of coverage of such insurance policies.

Nothing contained in this policy shall be construed to waive any provision of the Colorado Governmental Immunity Act nor shall anything in this policy provide indemnification for any judgment or other expenses incurred by the employee in excess of such insurance coverage or in excess of the indemnification given by the terms of this policy.

These provisions shall extend to such attorney fees incurred in the defense of claims for punitive or exemplary damages only if there is no recovery in the trial court for such damages.

This policy shall not be deemed a waiver of any right of the district, the board or any employee to claim any defense to any action including but not limited to the Colorado Governmental Immunity Act. All these provisions shall be subject specifically to state law relating to defense of public employees.

The provisions of this policy shall not apply if the employee compromises or settles the claim without the consent of the district.

The provisions of this policy shall not apply if legal action is initiated against the employee and the district is not notified of the existence of such action by the employee or by the plaintiff within 15 days after commencement of the action.

The provisions of this policy shall not cover an employee who willfully and knowingly fails to notify the district of the incident or occurrence which led to such claim within a reasonable time after such incident or occurrence, if such incident or occurrence could reasonably have been expected to lead to a claim.

Adopted: September 27, 1988
Revised: January 25, 1994
Revised: September 25, 2007
Reviewed: January 9, 2018

LEGAL REF.: C.R.S. 24-10-110

CROSS REF.: EIB, Liability Insurance

Garfield School District No. Re-2, Rifle, Colorado