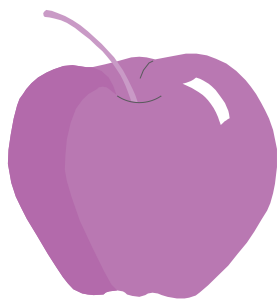


# Superintendent's Guide to School Board Legal Liability Insurance

Prepared by

**John Heggie J.D.**  
**Edward and Lee LLC**  
[jheggie@edwardandlee.com](mailto:jheggie@edwardandlee.com)

**Please visit our  
web site at  
[www.edwardandlee.com](http://www.edwardandlee.com),  
or call us at  
800-404-2595**



School board legal liability insurance, also commonly referred to as educators legal liability insurance, is the most important coverage of which a superintendent needs to have working knowledge.

The coverage is issued to the educational institution to cover financial loss, rather than loss due to bodily injury or property damage.

As the steward of an ever decreasing tax base, your responsibility as superintendent is to secure the best coverage, at the best price.

To do so, you must be informed as to the coverages required to properly make the decision as to placement.

We are pleased to offer you this "Check List."

## **Who is an Insured?**

Does the form cover the elected school board members, the staff, volunteers and independent contractors? Are 3rd parties covered?

## **Is the policy written on a claims made basis, with full prior acts?**

This means the form will cover any claim made against the insured provided the insured did not have knowledge of the claim PRIOR to the effective date of the policy?

## **Does the policy pay legal fees in addition to the limit of liability?**

This means the form calls for the carrier to pay expenses in addition to the limit of liability, rather than the policy limit being eroded by the payment of legal fees.

## **Does the policy provide separate limits of liability for errors and omissions claims and employment practices liability claims?**

This means the form has additional limits of liability based on the nature of the claim.

## **Does the carrier offer an endorsement to provide coverage for a pending claim, as long as prejudice has not attached to the carrier?**

This is an important coverage enhancement, as the carrier would agree not to deny coverage based on prior knowledge, as long as the carrier had not been prejudiced by the legal actions taken to date to protect the insured.

## **Is the coverage written on a duty to defend basis?**

This means the company will assume the defense of the claim, and pay the legal fees, subject to the policy deductible.

## **Does the policy cover employment practices claims?**

This means the insurance company does not have an exclusion for employment practices claim, and does not exclude **wages (front or back)**, as a measure of damages. Also, is there coverage for **emotional distress damages** attached to an employment practices claim?

## **Does the policy cover non monetary claims?**

This refers to claims based on actions seeking relief in other form than monetary damages, such as an EEOC complaint, an IEP claim, claims involving the use of buildings by 3rd parties, text book issues, issues involving school referenda.

## **Does the policy cover claims for the breach of a commercial contract?**

The school district may be involved in commercial litigation, and coverage for defense costs on a sub limited basis is available from most carriers.

## **Does the policy provide "crisis management coverage?"**

School violent acts represent the risk of loss to a school district, and coverage is available on a sub limited basis for claims of this nature.

## **Does the policy cover claims arising from corporal punishment?**

If corporal punishment is recognized in your state, coverage is available to defend claims based on the use of corporal punishment.

**Please refer any further questions you might have to you local insurance representative and encourage them to contact us on your behalf.**

# Use this check list to assess your current policy

	YES	NO
Is the named insured inclusive of independent contractors and student interns?		
Is the policy written on a claims made basis, with full prior acts?		
Does the policy pay legal fees in addition to the limit of liability?		
Does the policy provide separate limits of liability for errors and omissions claims and employment practices liability claims?		
Does the carrier offer an endorsement to provide coverage for a pending claim, as long as prejudice has not attached to the carrier?		
Is the coverage written on a duty to defend basis?		
Does the policy cover employment practices claims?		
Does the policy cover non monetary claims?		
Does the policy cover claims for the breach of a commercial contract?		
Does the policy provide “crisis management coverage?”		
Does the policy cover claims arising from corporal punishment?		