Title: Legal Defense and Indemnification

I. Purpose/Introduction/Rationale

The College will furnish all employees with legal defense through legal counsel selected by the College and with payment of judgments, fines, penalties, settlements, and any other expenses actually and reasonably incurred in connection with an actual or threatened civil, criminal, administrative, or investigative action; claim; or proceeding brought against the employee because they are an employee of the College or serving as a representative outside the College.

The College, in its sole discretion, shall be entitled to assume and control the defense of a covered Action. If the College chooses not to assume and control the defense of a covered Action, it shall have the right to approve in advance any legal counsel engaged by a covered person for that Action. The College has the sole discretion to make or approve any settlement of a covered Action.

The benefits of this policy do not enlarge the rights which would have been available to any third-party plaintiff or claimant in the absence of this policy.

The College reserves the right to change or withdraw this policy in its sole discretion, except as to Actions based on acts or omissions which occurred before the change or withdrawal of the policy. Notice of any change or withdrawal will be published in a publication of general circulation at the College.

If an employee is named in a law suit, he/she has the right to seek advice from their own legal council.

II. Definitions

See Section I.

III. Procedure or Application

Defense and/or payment under this policy will be available only if all of the following conditions are met to the satisfaction of the College, in its sole discretion.

1. The covered person’s actions or omissions were within the scope of his or her College duties and authority.
2. The covered person’s actions or omissions were in good faith, and in a manner reasonably believed to be lawful and in the best interests of the College.
3. The acts or omissions did not constitute dishonesty, gross negligence, recklessness, willful misconduct, or the intentional infliction of harm, and the covered person did not receive any financial profit or advantage to which he/she was not legally entitled.
4. The original or a copy of any summons, complaint, notice, demand, letter, or other document or pleading in the action, or a writing setting forth the substance of any claim, complaint, or charge made orally, was delivered to the College’s Office of the Vice President for Academic Affairs and Provost (or in cases involving employment practices, to the Office of Human Resources) within seven (7) days after receipt of such document, oral claim, complaint, or charge, along with a specific request in writing that the College represent the covered person.
5. The covered person cooperates continuously and fully with the College in the defense of the action.
Protections described in this policy do not extend to the following.

1. Consulting or other outside professional or business activities for which the covered person or an entity with which he or she is affiliated is entitled to receive compensation from a party other than the College.
2. Acts or omissions while a covered person is on an unpaid leave of absence from the College.
3. Actions that a covered person may affirmatively initiate or propose initiating against any other person or entities.
4. Any action to the extent that the damage or loss is indemnifiable under any insurance which is in force and covers the covered person.
5. Any action, suit, or other proceeding, whether civil, criminal, administrative or investigative, initiated by the College.

IV. Related Policies or Applicable Publications

Not applicable.

V. Effective Date

This policy is effective June 1, 2018, and supersedes all previously issued versions.

VI. Appendices/Supplemental Materials

Not applicable.

VII. Rationale for Revision

Not applicable.