

# Northeastern Catholic District School Board

- 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.

as considered. 1.22 Td a3 -0.001 TwC -0.002 Tc 0.002 Tw -7.826 21.22 Td [(4)-5 (.0)]TJ (TT13.57 -

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.