

## **ROCHESTER CITY SCHOOL DISTRICT**

### **OTHER**

#### **Resolution No. 2020-21: 277**

##### **By Member of the Board Commissioner Powell**

Whereas, the Board of Education recognizes its statutory obligation to indemnify School District employees, and in certain circumstances, the Superintendent of Schools, Board of Education members, and volunteers, pursuant to Public Officers Law § 18, and Education Law §§ 3023, 3028, and 3811, and as described in Board Policy No. 6300; and

Whereas, Board Policy No. 6300, Public Officers Law § 18, and Education Law §§ 3023, 3028, and 3811 require the District to provide a legal defense and indemnification, to the extent authorized by Law, if the employees, Superintendent, Board of Education members, and/or volunteers were, at the time of an incident alleged in a civil action or legal proceeding, acting in the discharge of their duties, and within the scope of their employment or authorized volunteer duties and/or under the direction of the Board of Education; and

Whereas, on November 15, 2019, a civil action was filed by an individual identified under a pseudonym, “Betty Doe” and/or “BL Doe 1,” in Monroe County Supreme Court, Index No. E2019009463, seeking damages against defendants including Rochester City School District; and

Whereas, on July 24, 2020, the plaintiff moved for leave to amend the complaint to add Josephine Kehoe-Wood, a former District employee, as a defendant; and

Whereas, the proposed amended complaint asserts claims against Ms. Kehoe-Wood that may involve acts undertaken as a District employee arising out of the discharge of her duties, that may be within the scope of her employment and/or under the direction of the Board of Education; therefore be it

Resolved, that the District will provide legal defense and indemnification for Ms. Kehoe-Wood for such damages as authorized by law, including costs and reasonable expenses incurred in the defense of the action, provided that the claimed action(s) or omission(s) which allegedly occurred is/are covered by the appropriate statutes, and provided that Ms. Kehoe-Wood fully cooperates in the defense of the action and in the defense of any other action or proceeding against the District based on the same act or omission; and be it further

Resolved, that this authorization for defense and indemnification is limited to the litigation action named herein, and does not create any obligation beyond the scope authorized herein.

**Seconded by Member of the Board Vice President Elliott. Adopted 4-1, with Commissioner LeBron dissenting, Commissioner Adams absent, and one open Board seat.**