

Comparative Value Guide

# School Board Legal (SBL) Liability Coverage




Since United Educators' (UE's) founding in 1987, our focus has been exclusively on education and finding new ways to meet our members' insurance coverage needs, manage risks, and efficiently resolve claims. When it comes to liability insurance, UE offers broad coverage. Use this checklist to compare the value and benefits of UE's school board liability (SBL) coverage with alternatives you might be considering.

First, review the coverage and value of UE's policy. Next, determine if alternative options provide the same comprehensive benefits. Any gaps in coverage or value by the other carrier represent a potential liability. If it is unclear another how policy may respond, ask that carrier's Underwriter to state the coverage position.

Discuss your comparison with your UE representative at any time. We're here to help.

## SBL Coverage Comparison

 <b>Who's Insured</b>	UE	Other Carrier	Other Carrier
<b>The policy typically covers:</b>			
• The school	Yes		
• While acting within the scope of their duties to the school:			
• Past, present, or future trustees, directors, and officers as well as their estates, heirs, legal representatives, spouses, and domestic partners for acts of the trustees, directors, and officers	Yes		
• Employees, faculty, student teachers, teaching assistants, volunteers, and committee members (at the option of the school)	Yes		
• Representatives of an education association of which the insured is a member (at the option of the school)	Yes		
• Students who are in a supervised non-professional internship program in satisfaction of course requirements (at the option of the school)	Yes		
• Individuals representing the school as directors of certain 501(c)(3) non-profits	Yes		



## What's Covered

UE

Other  
Carrier

Other  
Carrier

### The policy typically protects against claims arising out of:

- Termination of individual employment

Yes

**Tip:** Schools should review their formal performance evaluation systems and determine whether revisions may be necessary. Ask your UE representative for *Checklist: Assessing Your Employee Performance Evaluation System*.

- Breach of individual employment contract

Yes

- Failure to hire or promote

Yes

- Constructive discharge

Yes

- Violation of:

- Americans with Disabilities Act (ADA)

Yes

**Tip:** With new technology appearing on campus faster than the disability office can respond, if the technology isn't accessible, students with disabilities are denied important educational tools and opportunities. Ask your UE representative for *Understand Your Duty to Make Technology Accessible*.

- Age Discrimination in Employment Act (ADEA)

Yes

- Family Educational Rights and Privacy Act (FERPA)

Yes

- Title VII of the Civil Rights Act

Yes

- Family Medical Leave Act (FMLA)

Yes

- Whistleblower protection acts, retaliation

Yes

- Equal pay acts

Yes

- Title IX of the Civil Rights Act

Yes

- Discrimination due to age, sex, race, retaliation, or disability

Yes

- Employee sexual harassment

Yes

**Tip:** It's important that both supervisors and non-supervisors understand their role in maintaining a safe and unbiased work environment. Ask your UE Representative for the course collection, *Workplace Harassment Prevention for K-12 Schools*.

- Failure to provide due process

Yes

- False arrest or imprisonment

Yes

- Educational malpractice or failure to educate

Yes

- Improper or inappropriate academic discipline

Yes



## What's Covered

- Invasion of privacy

- Breach of fiduciary duty to endowments and charitable trusts

- Intellectual property (violation of copyright; patent or trademark infringement)

- Defamation (libel or slander), disparagement of product or service

- Broad media, publishing, broadcasting, and telecasting coverage, with no internet-related exclusions

- Defense costs for antitrust and unjust enrichment (except *qui tam*)

- Professional liability of employed attorneys functioning as general counsel, employed accountants, and notaries

- Emotional distress

UE

Other  
Carrier

Other  
Carrier

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes



## Payment for Loss

**Payment for loss incurred in connection with covered claims typically includes:**

- Emotional distress damages in employment claims and third-party claims

- Back pay and front pay, where covered by statute

- Plaintiff's attorney fees pursuant to statutes (in covered claims)

- Defense costs for equitable relief claims or injunctive actions

- Punitive damages (if permitted by state law) up to \$1 million; additional coverage may be available subject to supplemental application

Yes

Yes

Yes

Yes

Yes



## Defense of Claims

- "Claim" is defined broadly to include any written notice of intent to hold an insured liable for the results of a wrongful act, including arbitration and Equal Employment Opportunity Commission (EEOC) complaints, or attorney demand letters

- Agreement to not settle claims without insured's consent

- Pre-claim advice credit rewards members by crediting self-insured retention (SIR) up to \$10,000 for seeking advice from counsel in situations that become claims

- Sublimited defense cost reimbursement for defense of an individualized education plans (IEP) claim available

- Low SIR available

Yes

Yes

Yes

Yes

Yes



## Risk Management

UE

Other  
Carrier

Other  
Carrier

**UE members receive complimentary access to our suite of risk management resources tailored to the educational environment. Resources include:**

• Access to risk management consultants for tailored guidance	Yes		
• Claims analyses and advice on hot topics such as concussions, Title IX, campus safety, and short-term international travel	Yes		
• A dedicated library of online courses for students, staff, and faculty	Yes		



## Seamless Coverage

**Schools that purchase both UE SBL and Public School Liability policies have seamless coverage providing the following benefits:**

• Crisis response benefits, known as <b>ProResponse®</b> , provide reimbursement for expert services for crisis communications/public relations, e-discovery consulting, sexual misconduct investigation, threat assessment, and/or trauma/grief counseling. Limits apply.	Yes		
• Lowest retention policy applies with coverage applicable from both policies	Yes		
• Minimizes potential for coverage gaps	Yes		
• Peace of mind by eliminating disputes between different insurance carriers	Yes		



## The UE Advantage

**UE is owned and governed by the K-12 schools and higher education institutions it insures. We provide value and customer service above and beyond other carriers as evidenced by the following factors:**

• Policy non-cancellable except for nonpayment of premium	Yes		
• Underwriters willing to work with schools and their brokers to craft coverage solutions for specialized needs	Yes		
• Subrogation rights can be waived prior to occurrence	Yes		
• 24/7 access to claims professionals to assist the school in the event of catastrophic loss	Yes		
• Claims managed by education specialists	Yes		

# Connect With UE

Visit [www.ue.org](http://www.ue.org) to check out our broker resources and sample risk management offerings.



## Education's Own Insurance Company™

United Educators (UE), a reciprocal risk retention group, is a licensed insurance company owned and governed by about 1,600 members representing thousands of K-12 schools, colleges, and universities throughout the United States. Our members range from small independent schools to multicampus public universities. UE was created in 1987 on the recommendation of a national task force organized by the National Association of College and University Business Officers. Our mandate is to provide K-12 schools, colleges, and universities with a long-term, stable alternative to commercial liability insurance.

United Educators is rated A (Excellent) by AM Best.

For more information, visit [www.ue.org](http://www.ue.org) or call (301) 907-4908.

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