

Job Protection Comparison: 2009/10 Program Year

UEA members are covered by the NEA/UEA Unified Legal Services Program (ULSP), the Educators Employment Liability (EEL) insurance policy issued by American Insurance Group/Chartis member companies¹ and the Utah state Risk management (RM) insurance programs. Other such benefits as that typically offered by the AAE member association Utah Council of Educators (UTCE) in their TIE Educators Professional Liability issued by Savers Property Casualty² carry more limited protection.

There are some similarities. For instances, each insurance benefit is an:

- Excess Policy. Neither applies where there is other valid and collectible insurance covering a particular claim.³ For instance most schools have insurance, as provided under state law, through a general liability or other insurance fund.
- Occurrence-based Policy. Person claiming a policy benefit must have membership in that association and be insured under the policy when the underlying “occurrence” or situation of the claim happened. Policy benefits may be applied years later, if a civil lawsuit or criminal proceeding is initiated based on what had occurred years earlier.
- Educational Employment-based Policy. The situation must arise out of the member’s work for an educational institution—defined terms in each policy.
- Attorney/legal Protection Policy. Pays attorneys fees for cost of defense against civil liability for members in cases involving accidents, death or injury to others arising out of job-related activity and excludes coverage for intentional injury to another person.

Each claim by a member for benefits under the policy is determined by the administrators of that policy—and may yield different outcomes. For instance a claim was filed in behalf of an NEA member where the administrator of the district’s policy concluded early in an investigation that the policy would not cover the educator’s defense costs. In that same situation EEL policy administrators independently determined EEL would, up to limits, cover defense costs for that member.

There are also some differences in the policies and benefits offered by the NEA/UEA and the AAE/UTCE. The following chart shows a comparison of the insurance and related policies/benefits.

¹ AIG/Chartis provides the insurance through Lexington Insurance Company or New Hampshire Insurance Company. EEL policy benefits are based on the “occurrence which take place during the policy period”; i.e., the policy is applied based on when the alleged act or omission happened. Similarly the AAE policy applied is based on “the act or omission committed during the policy period.” (*Part I(A)(1)*).

2. Savers Property & Casualty Insurance Company underwrites the TIE – Educators Professional Liability policy that is obtainable through insurance agents or brokers affiliated with Forrest T. Jones & Company, Inc. Forrest T. Jones & Company publicizes online at http://www.ftj.com/partners_tie_assoc.html listing of associations including the Association of American educators and they list the Utah Council of Educators at <http://www.aeteachers.org/state-partners.html>

3. Insurance policy terms: (*EEL Part VIII (I)*); TIE-Educators Professional Liability (*Part V (D)*)

Feature	NEA/UEA ULSP and EEL <i>(benefits available to members, including working Retired members)</i>	AAE/UTCE <i>(insurance benefits not offered to Retired members)</i>	RM Insurance
Legal representation of Members in cases of accident, death or injury to others arising out of job-related activity	Yes, except for intentional injury to the other person	Yes, except for intentional injury to the other person	<i>Maybe</i> - depends on RM's evaluation of teacher's fault.
Maximum liability amount third party liability (non-civil rights)	<p>\$1 million per person per occurrence, \$3 million per occurrence aggregate if more than one member is involved in same lawsuit.</p> <p>Pays all defense costs incurred in insurer's defense of claim, with no sub-limit for defense against sexual misconduct. <i>(Part III (A)(3))</i></p> <p>Pays all reasonable expenses, other than loss of earnings, incurred by insured at insurer's request to help with defense <i>(Part III (A)(5))</i></p>	<p>\$2 million per person per occurrence; \$2 million per occurrence aggregate if more than one insured is involved in same lawsuit.</p> <p>Pays all defense costs incurred by insurer; <i>(Part II (A)(1))</i> subject to \$50,000 per claim per policy period or \$100,000 aggregate per policy period for defense against sexual misconduct (see sexual misconduct for more conditions to payment. <i>(Endorsement)</i></p> <p>Pays up to \$50 per day for insured's reasonable expenses, including loss of earnings, incurred at insurer's request to help with defense. <i>(Part II (A)(3))</i></p> <p>Pays up to \$50 for legal expenses incurred at insurer's request for legal representation at preliminary hearings or formal school board hearings; if formal charges ensue, other terms apply. <i>(Part II (C)(1))</i></p>	Limit of \$620,700 per person per occurrence; \$2,126,000 per occurrence; \$248,300 property damage.
Liability in case of a civil rights claim	<p>\$300,000 per person per occurrence, \$3 million per occurrence aggregate if more than one member is involved in same lawsuit.</p> <p>Attorney is paid by insurer.</p>	Same as above	Same as above
Represents members facing	Yes. Up to \$5,000 cost of	No <i>(Part IV (U))</i>	Yes

civil liability from bodily other than to insured caused by fungus or mold.	legal defense where EEL otherwise covers defense against civil liability. <i>(Endorsement)</i>		
Represents members in termination, demotion, involuntary transfers, suspensions or other disciplinary actions	Yes. 100% through the administrative remedy. 100% if association determines the member has a reasonable chance of prevailing in litigation or in a civil rights administrative proceeding.	Yes, limits vary; e.g., Pays \$50 to insured for loss of earnings incurred to meet insured's request for help with legal defense at a preliminary or school board hearing; ⁴ Pays up to \$500 for attorney consultation. Pays up to \$4,000 for attorney services if suit follows formal hearing and later final judgment favors member IF insured pays first \$100. Pays up to \$750 for attorney services, regardless of outcome IF insured pays first \$100. <i>(Job Protection Benefits Endorsement)</i>	Never
Represents members in adverse personnel actions initiated by District	Yes No limit pre-set dollar limit.	Yes Pays up to \$5,000 per insured per occurrence or aggregate per policy period or the lesser of 90% of reasonable attorney's fees for defense costs incurred by insurer at insured's request; IF insured pays first \$100. <i>(Part II (B), Item 4F)</i> Pays up to \$50 for legal expenses incurred at insurer's request for legal representation at preliminary hearings or formal school board hearings; if formal charges ensue, other terms apply. <i>(Part II (C)(1))</i>	No

⁴ The language of the AAE policy is it will pay, "Reasonable legal expenses incurred by you *at our request* for preliminary hearings or formal board hearings subject to all provisions of this policy, not to exceed \$50." (Emphasis added.)

Files grievances against District to enforce a collective bargaining agreement or board policy	Yes	No	No
Pays attorney's fees in job-related criminal charges	Up to \$35,000 attorney's fees IF the Member is found not guilty, exoneration is not required for reimbursement of legal defense against corporal punishment charge. <i>(Part III (B))</i> UEA handles most assault cases for its members at its cost.	No, except in defense against charge of corporal punishment or sexual misconduct. <i>(Part IV (N))</i>	RM defends very few criminal cases involving school employees
Represents members criminally accused of assaulting students	Yes UEA upfronts \$5,000; insured not required to pay first \$100; regardless of outcome but act must be in scope of educational employment. Reimburses up to \$35,000; if charge arises from corporal punishment, reimbursement benefit available regardless of outcome and, as with other EEL coverage, the act must be in scope of educational employment. <i>(Part III (B))</i>	Maybe Reimburses up to \$10,000 per claim per policy period or the lesser of 90% for attorney fees for charge from corporal punishment, IF insured pays first \$100 AND is exonerated; i.e., member pleads not guilty and is found not guilty or the charges are dismissed with prejudice; otherwise—no. <i>(Item 4(D))</i>	No, based on UEA's experience advocating for members.
Pay attorney's fees in civil or criminal cases arising out of sexual misconduct, abuse, harassment or misbehavior	See prior-mentioned third party civil liability for summary payment of all defense charges and above-mentioned \$35,000 reimbursement for defense against job-related criminal charges. <i>(Part III (A), (B))</i>	Reimburses up to \$50,000 per claim per policy period (\$100,000 aggregate per policy period) or the lesser of 90% of the attorney fees, IF insured pays first \$100 and pleads not guilty and is found not guilty or the charges are dismissed with prejudice. <i>(Item 4E; Sexual Misconduct Defense Coverage Endorsement)</i>	Not based on UEA's experience
Represents members threatened, harassed, or assaulted by students, parents, or others	Yes	No ⁵	Never
Bail Bond	\$1,000 per bond <i>(Part III (C))</i>	\$1,000 <i>(Item 4 ©)</i>	None
Maximum reimbursement for personal property	\$500 <i>(Part III (D))</i>	None <i>(Part IV (I))</i>	\$0

⁵ Payment or representation not explicitly provided for in policy. It state "No obligation to pay supplemental payments or any other liability to pay sums or perform acts or services is covered unless explicitly provided for under Section II. SUPPLEMENTAL PAYMENTS. *(Part I (E))*

damaged during a job-related assault			
Assists members obtain workers' compensation	Yes	No <i>(Part IV (E))</i>	Never
Represents members in personnel file disputes	Yes	No <i>(see footnote 5)</i>	Never
Represents members in licensing disputes with the Utah Professional Practices Advisory Commission	Yes	Yes <i>(Part III (F))</i>	Never
Assists members in salary disputes with District	Yes	Yes <i>(Part III (F))</i>	Never
Assists members with medical insurance claims and disability	Yes	No <i>(Part IV (E))</i>	Never
Represents members accused of child abuse by Division of Child and Family Services	Yes	No <i>(see footnote 5)</i>	No. The State usually prosecutes the case!
Assists members obtain unemployment insurance	Yes	No <i>(Part IV (E))</i>	Never
Works with District to ensure fairness of its evaluation program	Yes	No <i>(see footnote 5)</i>	Never
Helps members improve employment performance	Yes	No	Never
Files actions against people who libel or slander members	Yes	No <i>(see footnote 5)</i>	Never
Negotiates protection for members	Yes	No	Never
Represents members in retirement disputes with district	Yes	No	Never
Represents members in retirement disputes with the Utah Retirement Office	Yes	No	Never
Assists members obtain benefits under district's insurance policies	Yes	No	Never