



## **SECTION VI: BUSINESS, TECHNOLOGY & OPERATIONS POLICY 6180**

### REDUCTION OF CLAIMS OR EXPOSURE FOR TORT LIABILITY

The Political Subdivision Tort Claims Act became effective in Oklahoma on July 1, 1978. That act provides areas of and limits of liability of political subdivisions and provides for jurisdiction venue and method of service and other procedural matters concerning tort liability of a school system and school employees.

In an effort to reduce the number of claims that might be brought against employees and/or the school district, and to reduce exposure to tort liability, the Board of Education has outlined guidelines for school staff, vendors / contractors, and school patrons who do business with the district.

Employees who drive school vehicles, or who use their personally-owned automobiles on official school business should carry insurance with liability limits of at least \$25,000/\$50,000/\$25,000, as required by law.

Independent contractors who perform services for the school system shall provide the Board of Education with certificates of insurance for both workers' compensation as required by Oklahoma statute for all employees engaged in the work; provide evidence of motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out the services for the district with a minimum coverage of \$1,000,000 per occurrence combined single limit for automobile liability and property damage; and maintain Commercial General Liability, providing coverage for negligent acts resulting in bodily injury and/or property damage insurance against any claim(s) which might occur in carrying out the services for the district, with minimum coverage of \$1,000,000 per occurrence, \$2,000,000 annual aggregate and \$2,000,000 completed operations aggregate liability for bodily injury and property damage. For projects less than \$50,000, Commercial General Liability limits may be reduced at the discretion of district operations management.

Both the Commercial General Liability and the Business Auto insurance policies shall show the district as an additional insured; shall be primary without recourse to or contribution from insurance similar to that carried by the district; contain Waivers of Subrogation in favor of the district, and a 30-day notice of cancellation or material change to the Certificate Holder.

Any individual, group, or organization requesting use of a school facility shall provide evidence of general liability insurance showing a minimum \$1,000,000 combined single limit, with Broken Arrow Public Schools named as an additional insured.

Prior to presenting any contracts to the Board of Education for ratification and/or signature, the Administrator making recommendation for contract approval shall present the contract to the district's contract committee for review to be certain that the school district does not assume any liability by virtue of the written contract.

Source: *Broken Arrow Board of Education policy adoption, April 6, 1992.*  
*Broken Arrow Board of Education policy revised, July 13, 2009.*  
*Broken Arrow Board of Education policy revised, July 10, 2017.*