

# AASSP LEGAL ASSISTANCE FUND POLICY

## A. PURPOSE OF THE PROGRAM

The AASSP Legal Assistance Fund is established to provide financial help beyond that provided by the NASSP Legal Assistance Fund to help pay reasonable and necessary legal expenses incurred by active members threatened with the loss of their positions or other job-related benefits contrary to the required due process requirements. The AASSP Legal Assistance Fund is to act as a supplement to the NASSP Legal Assistance Fund and is not to act as a primary funding source to aid the member. Benefits will occur when the NASSP Legal Assistance Fund limits are reached.

## B. ELIGIBILITY FOR LEGAL ASSISTANCE

To be eligible for assistance, applicants must: 1) have been a member of both AASSP and NASSP at the time the matter first arose; 2) have been a member at the time the request for assistance was made; and 3) be able to show that formal action was taken by the district which threatened the applicant's position or other job-related benefits.

## C. AMOUNT OF ASSISTANCE AVAILABLE

The amount of assistance beyond the \$500 deductible for which the member is eligible will be determined by the length of continuous membership or last previous Legal Assistance Payment as follows:

<b>Years of membership In NASSP and AASSP</b>	<b>NASSP will pay attorney fees up to a maximum of:</b>	<b>AASSP will pay <u>one-</u> <u>half of the remaining</u> <u>attorney fees up to:</u></b>
1	\$500	\$500
2	\$1,000	\$1,000
3	\$1,500	\$1,500
4	\$2,000	\$2,000
5	\$2,500	\$2,000
6	\$3,000	\$2,000
7	\$3,500	\$2,000
8	\$4,000	\$2,000
9	\$4,500	\$2,000
10	\$5,000	\$2,000

Note: AASSP members who have been NASSP members prior to coming to Alaska will receive support from NASSP based on their total years of membership in NASSP and from AASSP based on their years of membership in AASSP.

All payments will be determined on the basis of the number of hours of service rendered by attorneys and the hourly rate charged. Flat retainers and percentage agreements are not coverable.

Request to the NASSP Legal Assistance Fund will be subject to deductible of the first \$500 billed to the member. If approved, the AASSP Legal Assistance Fund will pay one-half of the attorney fees beyond what NASSP pays up to the AASSP limit. Portions of payments made by NASSP or other organizations or associations on the applicant's behalf are not eligible for reimbursement.

When attorney fees cause the member to pay well beyond the limits of the AASSP and NASSP coverage, the member may apply to the AASSP Board of Directors for additional financial help. Additional payments and the amount of those payments will be determined on a case by case basis and depend on the amount of money in the AASSP Legal Assistance

#### **D. PROCEDURE TO OBTAIN LEGAL ASSISTANCE FUNDS**

Before contacting an attorney, the member must contact the executive Director of AASSP. You may be directed at that time to contact the NASSP Director of Legal Services. Neither NASSP nor AASSP is obligated to pay attorney fees incurred before securing approval of the request for assistance from both organizations. To ensure expedient handling of your request, you should file the NASSP "Application for legal Assistance" form with NASSP and a copy of same with AASSP. This form is available either from NASSP or AASSP. Along with this form, an applicant just file: 1) a copy of the action taken by your district; 2) a copy of description of the final resolution; and 3) a detailed copy of your attorney's invoice for services rendered for which you are responsible. Copies of all this material must be sent to both NASSP and AASSP. NASSP will review your request and provide you with a determination of eligibility and statement of its action on your request. A copy of the final statement and payment from NASSP must be submitted to the Executive Director of AASSP before final AASSP determination of eligibility and our action can be made.

#### **E. RESTRICTIONS ON LEGAL ASSISTANCE FUND USE**

AASSP legal assistance is: 1) limited to legal expenses that are the personal responsibility of the member; 2) not an entitlement; 3) payable after other sources of assistance, including the NASSP Legal Assistance Fund, have been exhausted; and 4) limited to one payment per occurrence from each association.

Legal assistance is not available for: 1) bargaining unit negotiations; 2) criminal actions; 3) management decisions whose defense is responsibility of school district; and 4) changes in position or benefits resulting from demonstrated reductions in force.

#### **F. OTHER PROVISIONS**

1. If attorney fees for the member are paid by the employing organization as the result of the litigation, AASSP will be reimbursed by the member winning that judgment.

2. Since AASSP will make no payments until NASSP has reached its assistance limits, and since AASSP payments will be based on the amount of the attorney fees beyond those paid by NASSP, the two organization funds are not in conflict.
3. NASSP reserves the right to discontinue assistance under this program at any time during a fiscal year when budgeted funds have been exhausted. AASSP will meet its assistance obligations provided sufficient money is in the AASSP Legal Assistance Fund at the time of commitment by the AASSP executive Director.

#### **G. LIABILITY INSURANCE**

NASSP provides \$400,000 liability insurance to all professional members of NASSP/AASSP through the NASSP insurance program. Coverage under this policy is available only if members were members in good standing at the time the legal problem occurred and if they are still active or full-service retired members when an action is initiated against them. For other terms and conditions, see the policy certificate sent to all members each year by NASSP. Additional liability insurance is an option available for NASSP members.

#### **H. CONDITIONS**

1. Coverage is **not** automatic.
2. Do not contact an attorney until you have talked with the AASSP Executive Director and he or you have contacted the Director of Legal Services of NASSP and you have received approval from both.
3. The approval for obtaining legal services and the extent and duration thereof shall be made by the Director of Legal Services of NASSP in consultation with the Executive Director of AASSP.
4. If a request for legal assistance places AASSP in a position wherein the interest of two or more members of AASSP are in conflict, AASSP reserves the right to determine whether or not to pursue the request.
5. Should the Executive Director of AASSP deny the legal assistance aid to a member, the member may appeal to the AASSP Board of Directors through the President of AASSP.
6. Cases will not be accepted when a member sues for personal injury or has a fee-generating claim. Criminal cases unrelated to the position or cases adverse to the educational profession will not be accepted.
7. Normally, all AASSP reimbursement will be paid directly to attorneys based upon itemized attorney statements, which appear reasonable.

*This AASSP Legal Assistance Policy was adopted by the AASSP Board of Directors August 15, 1988, and became effective immediately. It was revised August 14, 1992, and August 4, 1993, and August 7, 1996.*

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## NASSP LEGAL ASSISTANCE FUND

### NASSP Procedures

1. If you believe you have a claim under the Legal Benefits Program, the member notifies NASSP's Legal Benefits Program Administrators at Forrest T. Jones & Company by either calling 1-(800) 821-7303, ext. 123; writing to: NASSP Legal Benefits Program Administrator, c/o Forrest T. Jones & Co., Property & Casualty Department, P.O. Box 418131, Kansas City, Missouri 64141-9131 or faxing information to: (816) 968-0600.
2. Identify yourself as a Member of NASSP and advise that you may need assistance under the NASSP Legal Benefits Program.
3. You will be asked for name, address, phone contact information and a general description of the problem or question. Please provide this information if you write to us. Depending upon the circumstances, the company representative will advise you how to proceed with filing a claim in writing or answer any questions you may have. You must **follow-up in writing** to complete the claim filing process.
4. If a civil suit is filed against the member, you must notify the company at the address and phone above, in writing, immediately, but in no event more than thirty (30) days after receipt of the summons or suit papers. Failure to notify within 30 days could result in forfeiture of all coverage.
5. In all other circumstances, including where you think you may be sued for damages associated with performance of your job duties or your employer threatens a job action against you, notification of a potential claim must be submitted as described above and in writing as soon as reasonably practicable. You should report any potential claims promptly, so as not to jeopardize your coverage.
6. Unless expressly prohibited by you, a copy of the notice of the claim will be forwarded to your state association in order to coordinate benefits and the state association will be advised of the claim determination.
7. You will be notified in writing of the coverage determination and the reasons for it as soon as possible after receipt of the necessary claim information.
8. This is a summary of the claim procedures. The actual policy provisions will govern in all circumstances.