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Statement of.....

## Policy and Responsibility

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SUBJECT: EMPLOYEE PROTECTION

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1. Definitions: As used herein, the following terms shall have the meanings hereinafter set forth:
  - a. "Employee" refers to each person employed part-time, full-time or intermittently by the District whose wages or salary are paid by the District.
  - b. "Assault" means a willful and unlawful attempt coupled with a present ability to commit a violent injury on the person of another. (Section 76-701, Utah Code Annotated, 1953.)
  - c. "Battery" means any willful and unlawful use of force or violence upon the person of another. (Section 76-7-3, Utah Code Annotated, 1954.)
  - d. "Incident" refers to the above terms "Assault" and "Battery" and also refers to any occurrence involving an employee resulting in personal injury or death of anyone or destruction of property.
2. Any incident involving an employee, committed or occurring during the regular course of employment by the District must be reported promptly by the employee to his immediate supervisor who shall investigate the same, and if, in the judgment of the immediate supervisor and employee, the matter is sufficiently serious, the immediate supervisor shall promptly submit a written report thereof to the Superintendent and Board of Education, together with written statements signed by the employee, witnesses and if, obtainable, all participants in the incident, describing the incident in detail and setting forth the names, addresses, and telephone numbers of all such persons.
3. All employees of the District are covered under a policy of liability insurance paid for by the District. The coverage of such policy, to the extent of the limits of liability and coverages stated therein, includes damages, court costs and interest on any judgment obtained against an employee because of careless or negligent acts performed by such employee within the scope of his employment by the District that results in bodily injury or property damage.
4. The coverage of such policy to the extent of the limits of liability and coverages stated therein also includes damages, court costs and interest on any judgment obtained against an employee because of personal injuries (as defined in the policy) sustained by any person or organization and arising out of:
  - a. False arrest, detention or imprisonment, or malicious prosecution.
  - b. The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of, or related to

advertising, broadcasting or telecasting activities conducted by or on behalf of the District.

- c. Wrongful entry or eviction, or other invasion of the right of private occupancy.

The protection afforded by such policy of liability insurance does not extend to, nor is it available to an employee who commits a willful violation of a penal statute or ordinance of property. Where an employee is found guilty of such violation, such finding of guilt may be grounds for the Board of Education to have a hearing concerning the continued employment of the employee by the District. Fines, penalties, forfeitures, and all expenses and costs incurred by an employee in defending himself in any action in which he is charged with willfully violating a statute for ordinance and found guilty, shall not be paid by the District, except the Board may, in its sole discretion and after full review and consideration of all the circumstances, reimburse the employee for or pay any or all expenses incurred by the employee in defending himself in such action. The insurance carrier has advised the Board that normal claims procedures will be followed and that in the event the employee is found innocent, or the charges are dismissed for an act for which coverage is provided under the policy, the carrier will pay costs and attorneys' fees allowed by the policy that are incurred by the employee in defending himself against such charges. The carrier has further advised the Board that in the event the employee is found guilty, the employee or the Board will be required to reimburse the carrier in defending the employee. Accordingly, the only situations in which the Board will reimburse the carrier for such items will be (a) where the Board in its sole discretion and after full review of all of the circumstances makes such reimbursement without requiring reimbursement in turn from the employee, or (b) where satisfactory arrangements are made by the employee to reimburse the Board for such reimbursements made by the Board to the carrier in instances where the Board determines the expense of such items is to be borne by the employees.

5. Time expended by an employee in making appearances for any purposes before a judicial body or legal authority because of an incident involving him during the course of his employment with the District, shall not result in any loss of wages or salary, except that where the employee is charged and found guilty of the willful violation of any penal statute or ordinance, any loss of wages or salary occasioned by making such appearances shall not be paid by or recoverable from the District by the employee, except that the Board may, in its sole discretion and after full review and consideration of all the circumstances, provide that the employee shall not lose any wages or salary because of such appearances. In the event the employee is found innocent, or the charges for a period of at least one year, the Board will pay to the employee all wages and salary withheld and not paid by the Board to such employee during the pendency of such charges.
6. Any complaint by a parent or student directed toward an employee shall be called to the employee's attention if considered serious by the employee's immediate supervisor, and in all cases, an employee shall be notified of a complaint before anything in writing pertaining to such complaint is placed in the employee's file. A copy of such written material may be obtained by the employee. An employee may place in his file an answer to any adverse criticism or evaluation.
7. The right of an individual to protect himself and others consistent with the law shall not be denied to any employee.