

## Staff Protection

Job related assault will be defined as any physical assault or battery upon an employee which takes place at any time during an employee's performance of work-related duties, either on school grounds or off.

1. **Self-Protection**: Employees may take reasonable and necessary action to protect themselves from immediate impending assault, but the employee must also use appropriate measures to avoid assault.
2. **Reporting the Assault**:
  - a. The employee will report the assault or see that the assault is reported to his/her supervisor as soon as possible after the event;
  - b. The supervisor will assist in (1) seeing that appropriate medical attention is given and/or arranged for; (2) seeing that the assault is reported and/or filed with the appropriate police agency; (3) reporting the incident to the superintendent so insurance procedures can be initiated.
  - c. The incident will be reported to the school attorney by the superintendent or a designee.
3. **Attorney Accessibility**: The district will arrange a conference with the school attorney at district expense. The attorney will provide the employee with information and/or direction in regard to:
  - a. Filing the complaint with the proper authority;
  - b. Criminal trial procedure;
  - c. The availability of civil remedies.
4. **Days Missed as a Result of Assault**: Days absent from duty, whether for injury, doctor's direction, hospitalization, attorney consultation or court proceeding directly relating to the assault, will not be charged against any leave days, but the absence(s) must be consistent with worker's compensation guidelines.

Limitations:

  - a. The district reserves the right of approval of the choice of doctors.
  - b. The doctor must release the employee for return to work.
  - c. Upon the doctor's release, the employee must return to work. If the employee chooses to be absent after the doctor's release and if the absence is or is claimed to be a result of the assault, the absence(s) will be subtracted from the employee's accumulated sick leave.
  - d. The district reserves the right to be in consultation with the attending doctor before and/or after the release of the employee.
5. **Medical Expenses as a Result of Assault**: The district will apply for worker's compensation on behalf of the employee. The employee will also be eligible for the district's medical insurance and accidental death and dismemberment if the employee is on the roll for these benefits prior to the assault.

6. **Salary of the Employee:** The district will pay the difference between what worker's compensation pays and workers' regular daily salary for as long as the employee is absent from work as a direct result of the assault.  
Limitations: The district will pay the difference for no longer than one calendar year.
7. **Termination of Assault Benefits:**  
The benefits described will terminate when:
  - a. The doctor has released the employee to go back to work;
  - b. The employee is found to be the aggressor in the incident; or
  - c. The employee resigns.
8. **Findings of Fault:** In the event a court of law finds that the employee was the aggressor in the assault incident, all payments of benefits will cease and the district will have a cause of action against the employee for repayment of benefits.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.560](#)

[ORS 329.095](#)

[ORS 453.001 - 453.275](#)

[OAR 437-001-0760](#)

[OAR 437-002-0020 to -0075](#)

[OAR 437-002-0140](#)

[OAR 437-002-0144](#)

[OAR 437-002-0145](#)

[OAR 437-002-0180 to -0182](#)

[OAR 437-002-0360](#)

[OAR 437-002-0368](#)

[OAR 437-002-0377](#)

[OAR 437-002-0390](#)

[OAR 437-002-0391](#)

[OAR 581-022-1420](#)