



### Liability of Employees of the District

1. Defense in Civil Actions. Because the nature of the services required of employees of the District may expose them to claims arising from the performance of their duties, the District may provide liability insurance in amounts as may be determined from time to time for actions brought against its employees and/or the District, as described below.
2. Notice of Claims. Any current or former employee seeking assistance under this policy shall promptly notify the Office of the Superintendent and the General Counsel that a civil or regulatory action may be or has been brought against them in their official or individual capacity related to their work or any injury on or damage to District property.
3. The District shall provide employees with the defense authorized by the Oregon Tort Claims Act.
4. This assistance in litigation shall apply in litigation arising out of performance of the employee's professional duties whether or not the employee has left the employment of the District at the time the action brought.
5. Expenses Incurred by a District in-house attorney when Claim is by a Governmental Entity or Professional Licensing Authority.
  - a. Expenses incurred by District in-house attorney who is an employee of the District ("in-house attorney") in the defense of a Claim brought by a governmental entity or a professional licensing authority may be advanced or reimbursed by the District, if the District, in its sole discretion, determines that the Claim arose out of the in-house attorney's performance of official duties. Any expenses advanced or reimbursed in excess of \$25,000 per Claim must be approved by the Board of Education. Such advancement or reimbursement constitutes part of the in-house attorney's official compensation package for purposes of ORS Chapter 244. The District may decline to reimburse an in-house attorney for any expenses incurred prior to the District's written commitment to provide such payment. The in-house attorney must promptly notify the Office of the Superintendent and the General Counsel that any such claims have been brought against them.



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- b. Expenses shall be paid by the District in advance of the final disposition of a Claim at the written request of the in-house attorney if:
  - i. The District determines, in its sole discretion, that the conduct of such in-house attorney was in good faith and that the in-house attorney reasonably believed that such conduct was in the best interests of the District; and
  - ii. The in-house attorney enters into a written agreement with the District to repay such advance to the extent it is ultimately determined by the District, in its sole discretion, that such in-house attorney is not entitled to be indemnified by the District under this section or under any other indemnification rights granted by the District to such in-house attorney.
- c. If the District pay expenses in defense of a claim, the General Counsel shall have the exclusive authority to select counsel and to defend against any Claim. The General Counsel will consult with the in-house attorney regarding any term of a settlement agreement that affects the legal rights or licensing status of the in-house attorney. Authority to settle claims against General Counsel is delegated to the Superintendent or the Superintendent's designee.
- d. The District shall not pay for expenses under this section in the case of misconduct or gross negligence or any act or omission that may constitute criminal conduct, as determined by the District in its sole discretion.
- e. The District may choose to advance or reimburse expenses to an in-house attorney under a reservation of rights. An in-house attorney shall cooperate fully with the District. If the District determines, in its sole discretion, the in-house attorney has not so cooperated or has otherwise acted to prejudice the defense of the Claim, the District may at any time terminate its obligation to advance or reimburse expenses or proceed under a reservation of rights.



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- f. The term “Claim” means any threatened, pending, or completed investigation, action, suit, or proceeding except one brought, made, or initiated by the District.
  
- g. This section shall not be deemed exclusive of any other rights to which an in-house attorney may be entitled under any statute, agreement, insurance policy, general or specific action of the District, other otherwise. Any repeal of this section shall be prospective only, and no repeal or modification shall adversely affect the rights under this section in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Claim.

Legal reference: ORS 30.260 – 30.3000

History: Adopted 6/1971; Amended 6/14/1984; 11/2021