

METROPOLITAN SCHOOL DISTRICT OF WARREN TOWNSHIP
TEACHER EMPLOYMENT GUIDELINES

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ARTICLE I

PURPOSE, EFFECTIVE DATE, AND FUTURE AMENDMENTS

In 2011 the Indiana General Assembly, among other education legislation, significantly amended Indiana's Collective Bargaining statute governing bargaining between school employees (teachers) and Indiana public school districts. One of those changes was to reduce the items to be bargained by deleting certain items such as hours from the mandatory list of bargaining. An additional change in the 2011 Indiana General Assembly eliminated discretionary items of bargaining. Any item that is not a mandatory subject of bargaining is prohibited from being included in the Collective Bargaining Agreement or any other contract between the school district and an employee group.

There are several areas of the 2011-2013 Collective Bargaining Agreement that were either previously mandatory or discretionary subjects of bargaining which are now prohibited subjects of bargaining. These areas set forth general procedures which provide uniform guidance and procedures which were helpful to the School District. These guidelines and procedures have been reviewed and some will continue without amendments and some will continue with modifications. It is in the best interest of the School District that these guidelines and procedures be codified for the future.

Effective June 30, 2013, the current collective bargaining agreement will expire and those prohibited subjects of bargaining will not continue under the status quo of the Collective Bargaining Agreement. Therefore after discussion with the WEA, pursuant to the Collective Bargaining Act, the Superintendent of Schools has adopted these Teacher Employment Guidelines which will go into full force and effect on the date signed by the Superintendent.

These Teacher Employment Guidelines are not and shall not be interpreted to be a binding contract, binding handbook, or agreement. They are Teacher Employment Guidelines issued by the Superintendent of Schools. They may be subject to change and the Superintendent of Schools or his/her designee will review them for change after the appropriate consultation with the WEA. Violations of these Teacher Employment Guidelines are not subject to the grievance procedure contained in the Collective Bargaining Agreement. However, a complaint may be filed with the teacher's immediate supervisor. Ultimately that complaint can be appealed to the Superintendent of Schools and since they are guidelines issued by the Superintendent of Schools, the Superintendent will be the final arbitrator of the interpretation of these Teacher Employment Guidelines.

ARTICLE II

HOURS

A. TEACHING YEAR

The teacher's regular work year shall consist of one hundred eighty-four (184) days, two of which shall be designated for staff development. Prior to the first student attendance day, teachers will be provided with three (3) consecutive hours of time to work in their classrooms.

B. TEACHER DAY

1. The teacher teaching day for full-time teachers shall not exceed 7 hours and 30 minutes. Teachers' responsibilities will also include obligations beyond the regular teaching day. Teachers recognize and accept that there will be obligations beyond the regular teaching day. These obligations include, but are not limited to, parent-teacher conferences, back-to-school night, and voluntary participation on school and township committees.

Prior to the end of the first 15 days of the school term, the principal in conjunction with the WEA building representatives shall establish and distribute a calendar of mandatory meetings/in-services that fall outside of the contract day. Mandatory meetings shall generally be at the goal of 450 minutes per nine-week grading period and not to exceed 1,800 minutes per school year. If mandatory meetings must exceed 450 minutes per term, it must be agreed upon by the building principal and school building teacher association representative. Changes to the scheduled meetings may be added as needed provided teachers are given a two (2) week notice.

2. Preparation time does not need to be scheduled in one block of time per day and can be scheduled any time within the teaching day and/or week so long as there is one block of preparation time during the school day of at least 40 minutes.
3. The beginning and ending of the school day at each school will be determined by the Superintendent. Beginning and ending times may be changed from year to year with at least two (2) weeks discussion from the Association before decisions are made on such changes.
4. Teachers who are not assigned to a classroom (such as speech pathologists, school psychologists and counselors) shall have their work schedules assigned by the principal or chief building administrator at the

start of the school year. Total hours for these teachers will not exceed the length of teaching day of regularly assigned classroom teachers.

5. Teachers who travel between buildings will be given sufficient time to travel in addition to their preparation periods. One of the building administrators will be designated as the primary supervisor. The primary supervisor shall inform each traveling teacher at the start of the school year or at the start of his/her assignment which administrators have the responsibility for evaluation, attendance at meetings and responsibility for parent conferences. Traveling teachers will not be required to attend meetings a greater amount of time outside the teacher day than if the teachers were not traveling.
6. Thirty (30) minutes duty-free time between the hours of 10:00 A.M. and 2:00 P.M. will be granted for lunch. During a teacher's lunch time, a teacher may sign out of the building.
7. When a teacher on a regular or temporary contract is absent for an approved leave (see Article IV), an attempt will be made to hire a substitute teacher for any portion of the day, if the absence is at least one-half day. It is unlawful for a teacher on any contract to hire his/her own substitute.
8.
 - a. Middle schools, the high school/career center and the Renaissance School: During a teacher's preparation period, a teacher may volunteer to substitute for an absent teacher. When the principal has accepted the teacher's offer to substitute six times, the teacher will receive a payment equal to the daily base rate paid to the certificated substitute teachers.
 - b. When a teacher at an elementary school or the Early Childhood Center is assigned all of the students from an absent teacher's class for an entire school day (in lieu of a substitute teacher teaching all of the absent teacher's students), the teacher will receive a payment equal to the daily base rate paid to certificated substitute teachers. This payment will be prorated if the teacher is assigned less than all of the absent teacher's students and/or if the teacher is assigned students from the absent teacher's class for less than the entire school day, but will not be less than \$35 per day.

ARTICLE III

VACANCY, TRANSFERS, AND POSTINGS

- A. All teaching job openings (vacancies which the School District determines are to be filled) which occur during the school year and those which occur at least two weeks prior to or after the first day of the school year will be posted for at least five (5) days. Openings that occur within two weeks of the first day of the school year shall be considered “emergencies” and may not involve a posting announcement.
- B. Such openings may be due to resignation or retirement of a teacher, or due to the creation of a new position. All current teachers are welcome to indicate their interest in any opening by notifying the Personnel Office in writing prior to the announced closing date.
- C. Teachers who indicate their interest in an opening will be given serious consideration for transfer to the requested position. Teachers are welcome to contact the Personnel Office regarding information about available openings and the process for requesting a transfer.
- D. Vacancies posted after the start of the school year, at the discretion of the School District, may either be delayed in posting for the following school year or the vacancy may be posted but the School District reserves the right that the staffing assignment will be effective at the start of the next school year.
- E. Teachers, if asked by the principal, may participate in the staff selection process. The principal may consider a variety of factors including years of experience in making a decision.
- F. The Association and the Board may but need not form a committee to discuss any other procedures which will be used if there is a significant change of staffing due to building or calendar realignment or the opening of a new school building. The plan must be acceptable to the representatives of the Association and the Board serving on this Committee.
- G. When it is necessary to transfer a teacher from one school to another to decrease the number of teacher(s) in a school, the principal will first ask for volunteers from among those teachers who are certificated to move to the other school.
 - 1. If there are more volunteers than needed, the Superintendent or Superintendent’s designee will choose the teacher(s) based on qualifications and length of service in the school district;

2. If there are no appropriately licensed volunteers then the teachers to be first identified to be transferred will be any appropriately licensed teachers with one year or less experience with the School District. If the transfer of a first year teacher does not solve the need to reduce positions in the building the Superintendent, or the Superintendent's designee, will select the teacher to be involuntarily transferred.
- H. The School District has the discretion to involuntary transfer and identify teachers to be transferred teachers for the best interest of the School District.

ARTICLE IV

LAYOFF AND RECALL

Layoff

1. Application. This Section applies solely to regular contracted teachers whose employment would have been continued except for the reduction of teaching staff.
2. Determining Which Teacher(s) is to be Laid Off.
 - a. Procedure. In the event of a layoff, the following procedures will be utilized:
 - i) The School District will identify the teaching areas to be reduced and, when feasible, the actual position to be eliminated.
 - ii) If a teacher has his/her position eliminated and there is no remaining position(s) in the School District for which the teacher is licensed, then that teacher will be laid off.
 - iii) If there is a need to layoff teachers, the consideration will be the combination of (1) license areas and (2) the following evaluation priority:
 1. No "highly effective" teacher will be laid off if there is a teaching position for which that highly effective teacher is licensed to teach and is staffed by either an "effective" teacher, "needs improvement" teacher, or an "ineffective" teacher.
 2. No "effective" teacher will be laid off if there is a teaching position for which that effective teacher is licensed to

teach and is staffed by either a “needs improvement” teacher or an “ineffective” teacher.

3. No “needs improvement” teacher will be laid off if there is a teaching position for which that “needs improvement” teacher is licensed and is staffed by an “ineffective” teacher.

A teacher status at the time of layoff (usually May through June) will be determined by the evaluation ranking of the completed rubric portion of the evaluation for the current school year immediately preceding the May to June time period. Only the rubric portion of the evaluation will be utilized since the growth data will not be available until a later date. This comparison will occur in the evaluation category (Highly Effective, Effective, etc.) comparing all evaluation rubrics even though some teachers may have different indicators on their respective rubrics.

- b. If the above selection criteria does not provide the selection of a sufficient number of teachers and there are some teachers within the same evaluation criteria that must be selected for a layoff, but there are more teachers in the evaluation criteria than need to be laid off, the following procedure shall apply in descending order:
 1. A teacher who (1) has an effective or highly effective evaluation ranking and (2) is teaching a dual-credit class which requires specific licensing and degree qualifications but who would otherwise be laid off due to the application of this tie breaker will not be laid off if there is any other teacher remaining in the same evaluation criteria ranking who is not dual-credit qualified.
 2. If the above provision does not resolve the tie, then the least experienced teacher(s) will be laid off in each licensed area that needs a lay off within the following total evaluation rubric score groups in descending order:

Total Evaluation Score	1.00-1.999
Total Evaluation Score	2.00-2.249
Total Evaluation Score	2.25-2.499
Total Evaluation Score	2.50-2.749
Total Evaluation Score	2.75-2.999
Total Evaluation Score	3.00-3.249
Total Evaluation Score	3.25-3.500

3. After applying subsection b2, if there is a tie in experience the teacher with the earliest date on the intent to hire letter will be considered the most experienced.
4. If there is a tie in experience after the application of subsection b3 the greatest experienced teacher will be resolved by that teacher who has the earliest birthdate within the calendar year.

c. General Provisions.

- i) The term "experience" shall be defined as the length of continuous employment under a regular contract with the Metropolitan School District of Warren Township. Approved leaves of absence shall not be considered an interruption in continuous employment under a regular contract. The teacher with the greatest length of continuous contract employment under this definition will be considered the most experienced or considered to have the greater experience.

Teachers who were hired shall have their experience designated by the school year and the first teaching contract day the teacher was employed in the regular teacher contract year.

- ii) A teacher on leave of absence at the time of layoff will receive the same consideration as if the teacher were in active service, including recall rights as set forth herein.
- iii) The Board will list the least experienced teachers in the teaching areas to be reduced and furnish the Association with a copy of such list.
- iv) Nothing in this Article shall be interpreted to restrict the School Corporation from canceling a teacher's contract, as otherwise permitted by law for another statutory reason.

- d) On March 12, 2015, the United States District Court for the Southern District of Indiana entered an order in *Elliott v. Board of School Trustees of Madison Consolidated Schools*. That order determined that IC 20-28-7.5-1(d) as it would be applied to tenured (teachers who were permanent or semi-permanent) as of July 1, 2011, (the effective date of that statutory provision) is unconstitutional. It was unconstitutional according to the *Elliott* decision because a tenured teacher had a contractual right to continued employment under annual written contracts.

Consequently under prior Indiana law an Indiana public school district was required to retain tenured teachers over non-tenured teachers during a layoff or reduction-in-force.

IC 20-28-7.5-1(d) provides as follows:

(d) After June 30, 2012, the cancellation of teacher's contracts due to a justifiable decrease in the number of teaching positions shall be determined on the basis of performance rather than seniority. In cases where teachers are placed in the same performance category, any of the items in IC 20-28-9-1.5(b) may be considered.

These guidelines concerning layoff of teachers tenured on or before June 30, 2011 are based on IC 20-28-7.5-1(d) and therefore under the *Elliott* decision these layoff guidelines as to those are invalid. However, the defendants are expected to appeal that decision. The law in Indiana may not be permanently established for a few years.

This amendatory section of the Teacher Employment Guidelines is being issued in order to provide a legal valid layoff process during the time *Elliott* decision is effective.

As long as the *Elliott* decision is in effect, these layoff guidelines will be interpreted so that no tenured teacher (permanent or semi-permanent) as of July 1, 2011 will be laid off if that tenured teacher is licensed for a position in which a non-tenured teacher is currently teaching. If at any time the *Elliott* decision is not in effect or it is vacated, these layoff guidelines will be applied as written without subsection (d).

However, if the School District must choose between one or more tenured teachers, who were tenured prior to 2011, then in that case the provision of these layoff guidelines as written will be applicable between or among those previously tenured teachers.

RECALL

- A. Recall. In the event of recall from layoff, the following factors will be utilized:
1. Regular contract teachers whose most recent evaluation ranking was “highly effective” or “effective” whose employment has been terminated as a result of staff reduction will be placed on a recall list. Eligible teachers shall be placed on the recall list and shall be recalled in accordance with their placement on the recall list as openings become available, subject to this agreement and subject to the eligible teacher properly qualifying for the vacancy. Eligible teachers laid off shall be placed on the recall list in accordance with their experience as herein defined.
 2. An eligible teacher whose employment has been terminated as a result of staff reduction shall maintain position on the recall list for a minimum period of three years or the teacher passes on a recall notice. The layoff period commences on September 1 of the year in which the eligible teacher was laid off. After this period, the eligible teachers shall have no recall rights, except as may result from the application of subsection 4 of this section.
 3. Eligible teachers who are properly qualified for a vacancy as determined by certification, including endorsements, shall be offered re-employment on the basis of the recall list prior to the hiring of a new teacher. It is understood that a teaching assignment vacancy may include an extra-curricular assignment(s).
 4. When a vacancy is determined to occur in the subject area of the eligible teacher's certification and qualification, the appropriate eligible teacher on the recall list will be notified by certified mail. If the eligible teacher is not under a teaching contract with another Indiana Public School Corporation, failure to accept the recall offer in writing within ten (10) calendar days of the postmarked date of the certified mail return receipt shall result in the eligible teacher's name being removed from the recall list, the eligible teacher shall have no further recall rights. An eligible teacher employed under a teaching contract with another school corporation, when notified by the Board of recall and who elects, within the same time limits set forth above in this subsection, not to accept the recall, shall have the recall status extended for the remainder of the school year for which they are under contract with the other school corporation and until the first paid teacher day of the next school year in this school corporation, on which date such eligible teacher would have no further recall rights; this clause in no manner implies any obligation to again offer such an eligible teacher employment during or at the end of such period of time, except as contemplated by this agreement, and the eligible teacher may elect this exception only one time. An eligible teacher recalled to a position which is

less than fifty percent (50%) of a regular full time position (184 day school year contract) may decline the recall without adversely affecting that eligible teacher's established recall rights. Any eligible teacher who declines recall for any other reason shall be immediately removed from the recall list and shall have no further recall rights.

5. Any eligible teacher recalled, who at the time of recall is on (or is eligible for and elects to take) a statutorily or contractually protected leave of absence, must accept the recall and go on said leave of absence or waive all re-employment rights, and such eligible teacher must so notify the School Corporation of such leave status within the same time limits. Any temporary vacancy created by such an eligible teacher on leave will be filled by substitute or temporary contract teacher, in accordance with past practices.

ARTICLE V

ASSOCIATION RIGHTS

A. Use of School Facilities:

The local Association and its authorized representatives shall have the right to request and shall be granted the use of school buildings when space is available for meetings before or after the teacher work day. Requests shall be made in writing to the building principal or his/her designee. Any added costs over and above the normal operational costs of the building will be borne by the Association. If an added cost is to be charged, that cost will be indicated when approval for use is granted.

B. Use of School Equipment:

The Association shall have the right to use any equipment (including computers, word processors, fax machines, duplicating equipment, calculating machines, all types of audio-visual equipment, and E-Mail/Voice-Mail) so long as the Association's use of this equipment does not interfere with the operation of the District.

Note: refer to Appendix F (Internet Acceptable Use policy).

C. Distribution of Association Information:

The Association shall have the right to post official notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards. The Association is permitted to access teachers' mailboxes in which to insert material. All items posted on the bulletin boards or distributed in mailboxes

shall be dated and the individual or party posting such items shall be identified on the material. All unidentified items shall be removed by the Association representative at the request of the building principal.

The Association shall show or provide a copy of any posted or distributed material to the building principal in advance of posting or distribution. A copy of these materials that are posted or distributed by the Association at all schools will be forwarded to the Superintendent in advance of posting or distribution.

The Association shall be permitted to use the inter-school mail system provided that the school corporation shall have no obligation to make special arrangements, incur extra expenses, or devote additional time beyond that which is required for the normal and routine inter-school mail instituted by the school corporation.

Except for Association elections and Political Action Committee (PAC) information, political campaign materials shall not be posted on bulletin boards nor distributed in teachers' mailboxes nor sent through the inter-school mail nor via e-mail.

Note: refer to Article VIII of these Teachers Employment Guidelines

D. Recognition of the Association President:

The President of the Association will be introduced at the orientation day meeting for new teachers and the opening meeting for all teachers. The chairperson of these meetings will honor the request of the Association President to announce the time and location of an Association meeting to be held before or after the regular work day.

E. Association Announcements at Faculty Meetings:

Representatives of the Association will be scheduled to make announcements at building faculty meetings.

F. Notification of New Staff:

The Association President shall be notified of the name, address, teaching assignment, extra duty assignment(s), education and experience level of all newly hired teachers upon their employment.

ARTICLE VI

BOARD RIGHTS

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Indiana and the United States, including, but without limiting the generality of the foregoing right:

1. To provide the executive management and administrative control of the school system and its properties and facilities;
2. To hire employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect hereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only to the specific and express terms hereto are in conformance with the Constitution and Laws of the State of Indiana and the Constitution and Laws of the United States.

ARTICLE VII

MILEAGE REIMBURSEMENT

	WECC	BR	EA	GC	HA	HH	LA	LP	LO	MO	PR	SH	CR	RP	ST	REN	WC	E&CC
WECC		2.5	1.2	2.7	3.5	1.2	1.2	4.7	6.4	1.9	2.4	2.8	3.2	4.6	2.8	2.9	0.9	1.3
BR	2.5		1.3	3.8	5.2	1.9	2.7	6.5	8.6	3.8	3.6	2.1	3.2	6.4	2.3	4.5	3.0	3.3
EA	1.2	1.3		2.7	4.0	1.6	2.5	5.4	7.1	2.5	3.6	2.0	2.1	5.3	2.1	4.1	2.0	2.0
GC	2.7	3.8	2.7		2.4	3.6	3.7	2.9	4.7	3.8	4.8	4.6	0.6	2.8	4.6	5.3	3.3	3.2
HA	3.5	5.2	4.0	2.4		4.6	3.7	2.7	3.5	2.1	2.4	6.0	3.1	2.6	6.3	4.3	3.5	2.0
HH	1.2	1.9	1.6	3.6	4.6		0.9	5.8	7.8	3.0	2.7	1.5	3.6	5.7	1.6	2.7	0.9	2.5
LA	1.2	2.7	2.5	3.7	3.7	0.9		4.9	7.0	2.2	1.8	2.3	4.4	5.0	2.4	1.8	0.5	1.5
LP	4.7	6.5	5.4	2.9	2.7	5.8	4.9		1.7	3.7	4.0	7.3	3.5	0.2	7.4	5.5	4.9	3.4
LO	6.4	8.6	7.1	4.7	3.5	7.8	7.0	1.7		5.4	5.7	9.0	5.3	1.8	9.1	7.2	6.6	5.1
MO	1.9	3.8	2.5	3.8	2.1	3.0	2.2	3.7	5.4		1.2	4.5	4.4	3.7	4.5	2.6	2.0	0.8
PR	2.4	3.6	3.6	4.8	2.4	2.7	1.8	4.0	5.7	1.2		4.1	5.6	4.3	4.2	2.3	2.0	1.9
SH	2.8	2.1	2.0	4.6	6.0	1.5	2.3	7.3	9.0	4.5	4.1		3.8	7.1	0.2	2.9	2.4	4.2
CR	3.2	3.2	2.1	0.6	3.1	3.6	4.4	3.5	5.3	4.4	5.6	3.8		3.4	4.1	5.9	4.0	3.8
RP	4.6	6.4	5.3	2.8	2.6	5.7	5.0	0.2	1.8	3.7	4.3	7.1	3.4		7.3	5.4	4.7	3.2
ST	2.8	2.3	2.1	4.6	6.3	1.6	2.4	7.4	9.1	4.5	4.2	0.2	4.1	7.3		2.9	2.5	4.3
REN	2.9	4.5	4.1	5.3	4.3	2.7	1.8	5.5	7.2	2.6	2.3	2.9	5.9	5.4	2.9		2.3	2.0
WC	0.9	3.0	2.0	3.3	3.5	0.9	0.5	4.9	6.6	2.0	2.0	2.4	4.0	4.7	2.5	2.3		1.5
E&CC	1.3	3.3	2.0	3.2	2.0	2.5	1.5	3.4	5.1	0.8	1.9	4.2	3.8	3.2	4.3	2.0	1.5	

KEY TO ABBREVIATIONS:

WECC =	Warren Early Childhood Center	MO =	Moorhead Elementary School
BR =	Brookview Elementary School	PR =	Pleasant Run Elementary School
EA =	Eastridge Elementary School	SH =	Sunny Heights Elementary School
GC =	Grassy Creek Elementary School	CR =	Creston Middle School
HA =	Hawthorne Elementary School	RP =	Raymond Park Middle School
HH =	Heather Hills Elementary School	ST =	Stonybrook Middle School
LA =	Lakeside Elementary School	REN =	Renaissance School
LP =	Liberty Park Elementary School	WC =	Warren Central High School & Walker Career Center
LO =	Lowell Elementary School	E&CC =	Education & Community Center

ARTICLE VIII

NETWORK AND INTERNET ACCESS POLICY FOR TEACHER

The purpose of this policy is to provide Network (Electronic Mail and Electronic Bulletin Board) and Internet access, hereinafter referred to as Network, for educational purposes to the teachers. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this policy is to ensure that teachers will understand and comply with all Network and Internet acceptable use practices approved by the Corporation.

In exchange for the use of the Network resources either at school or away from school, each teacher understands and agrees to the following:

- A. The use of the Network is a privilege which may be revoked by the Corporation. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the placing of unauthorized information, computer viruses, or harmful programs on or through the computer system in either public or private files or messages. The Corporation reserves the right to remove files and/or deny access.
- B. The Corporation reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the Corporation, at its sole discretion, believe may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Teachers will not use the Corporation-approved computer account/access to obtain, view, download or otherwise gain access to, distribute, or transmit such materials.
- C. All information services and features contained on Corporation or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e., advertisements, political lobbying), in any form, is expressly forbidden.
- D. The Corporation and/or Network resources are intended for the exclusive use by their registered users. The teacher is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a teacher's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder or accessing another person's account without permission is forbidden and may be grounds for loss of access privileges.