

Letter of Agreement between the
C.O.O.R. ISD Board of Education
and C.O.O.R. ESP

Re: Damage to personal cell phones.

The parties agree and acknowledge as follows:

1. The CESP had issued a proposal in the negotiations of the 2016-2018 successor agreement to amend Article 5(B) to require the district to pay for the repair or replacement of personnel phones without limit on the cost at both C.E.C. and R.O.O.C.
2. The CESP proposal was rejected by the district for a variety of reasons including a) student and client privacy issues under the law, 2) cell phones are not "property required for the job" under Article 5(B) and c) a preference that personnel cell phones not be brought to work.
3. The parties have nonetheless agreed to a trial program for C.E.C. that will commence from the effective date of the 2016-2018 successor agreement will expire on June 30, 2020, at which time it shall terminate and will no longer be binding upon the District.
4. C.E.C employees may submit for repair or replacement of a personal cell phone if it is damaged as a result of restraining a client or student or as a result of an assault initiated by a student, subject to the following provisions:
 - a. The employee was approved in writing by the administration to use the cell phone and must have previously executed a C.O.O.R. Employee Acceptable Use and Internet Safety Policy Consent Form.
 - b. If approved, the employee must sign a district consent form acknowledging by way of illustration that the use of the phone during business hours is restricted to conducting essential C.O.O.R. business; that taking pictures or video or making audio recordings is expressly prohibited; and that if the phone is damaged while at work, repair or replacement is not guaranteed; and consenting to allow the district to check their phones for compliance.
 - c. The burden of proof that the damage was a result of an assault or restraining situation as described above must be established by the employee and the damage must be reported to administrator in writing via e-mail on the day on which the damage occurred and must contain a complete description of the incident and the names of others who witnessed the incident.

A request for repair or replacement must be submitted to the Superintendent's office for review within five (5) central office business days of the incident.

A request for repair must be accompanied by a written estimate from a factory authorized repair facility.

A request for replacement must be accompanied by the purchase receipt for the original cell phone and a written estimate on the replacement.

Drugs include any anabolic steroid, dangerous controlled substance as defined by statute, or substance that could be considered a "look-alike" controlled substance.

Compliance with this policy is mandatory. Any employee who violates this provision will be terminated without recourse to the grievance procedure. When appropriate or required by law, the district will also notify law enforcement officials.

ARTICLE 24 - DURATION

This Agreement shall be in effect upon ratification by the parties or July 1, 2020, whichever is later and shall remain in effect until June 30, 2021.

The District agrees to type the Agreement and provide copies on the District's web site.

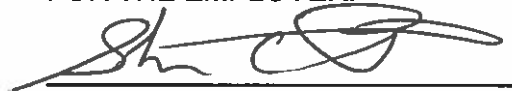
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written;

FOR THE ASSOCIATION:


Blair Williams, CESPAs President

Date: 9-15-20

FOR THE EMPLOYER:


Shawn Petri, Superintendent

Date: 9-16-20

Association Team

Blair Williams, CESPAs President
Tracy Hendershott
Andrea Baldwin
MEA SNAP Negotiator

Board Team

Shawn Petri, Superintendent