Washtenaw ISD
Agreement for Acceptable Use of Technology Resources
For Employees, Board Members, Volunteers and Adults other than Students

_____/_____
Building/Program Name *User Name*

This Agreement is entered into on: _____. This Agreement is between _____ ("User") and the Washtenaw Intermediate School District ("District").

The purpose of this Agreement is to grant access to and define acceptable use of the ISD's technology resources ("Technology Resources"). Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at school or away from school, you understand and agree to the following:

A. Your use of the District's Technology Resources is a privilege that may be revoked by the District at any time and for any reason.

B. You have no expectation of privacy when using the District's Technology Resources. The District reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The District also reserves the right to remove any material from the Technology Resources that the District, at its sole discretion, chooses to, including, without limitation, any information that the District determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.

C. The Technology Resources do not provide you a "public forum." You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by an appropriate administrator. You may, however, use the Technology Resources to contact or communicate with public officials.

D. The District's Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences (for employees, up to and including termination), for both you and the person(s) using your account/password.

E. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action (for employees, up to and including termination). Misuse includes, but is not limited to:

1. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.

2. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.

3. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school material, or school hardware or software.

4. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to others or information you are not authorized to access.

5. Unauthorized copying or use of licenses or copyrighted software.

6. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.

7. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.

8. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.

9. Using or soliciting the use of, or attempting to use or discover the account information or password of another user, unless authorized to do so by the District's administration or Board.

10. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA").

11. Altering system software without permission, unless authorized to do so by the District's administration or Board.

12. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.

13. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or any District policy, rule or agreement.

F. It is the policy of the ISD, as a recipient of certain federal funds, to provide technology protection measures on its computers with Internet access designed to protect against access through such computers to visual depictions that are obscene or child pornography. Technology blocks may be disabled by an authorized person, during adult use, to enable access to bona fide research or for other lawful purposes.

G. The District does not warrant or guarantee that its Technology Resources will meet any specific requirement or that they will be error free or uninterrupted; nor will the District be liable for any damages (including lost data, information or time) sustained or incurred in connection with the use, operation or inability to use the Technology Resources.

H. As soon as possible, you must disclose to an appropriate administrator any content you view or receive over the Technology Resources that makes you feel harassed, bullied or threatened or any communication that contains sexually explicit content. You should not delete such content until instructed to do so by an appropriate administrator.

I. You acknowledge that you may receive or have access to student education records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act, Individuals with Disabilities Education Act, the Michigan Mandatory Special Education Act and the National School Lunch Act and their underlying regulations (collectively, the "Acts"). You acknowledge that, to the extent you receive and have access to such data and records, you are subject to the provisions of those Acts and their regulations and will not re-disclose student data or other education records except as permitted by law.

J. You acknowledge and understand that correspondence or other data that you send or receive over the District's Technology Resources may be subject to retrieval and disclosure under the Freedom of Information Act ("FOIA") and other federal or state statutes and regulations. You will cooperate fully and promptly with the District when responding to FOIA requests or other requests for disclosure of information.

K. You are solely responsible for all charges and fees, including outside telephone, printing and merchandise purchases, made through the Technology Resources. The District is not a party to such transactions and is not liable for any costs or damages, whether direct or indirect, arising out of your use of the Technology Resources.

L. You are responsible for the proper use of the Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.

M. Any violation of this Agreement may subject you to discipline (for employees, up to and including termination), including possible suspension of your access to the Technology Resources.

As a condition of using the Technology Resources, I release the District and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my use or inability to use the Technology Resources. I agree to follow this Agreement and all rules and regulations that may be added from time to time by the District or its Internet Service Provider.

I agree to pay for, reimburse and indemnify the District, its board members, agents and employees, including the Internet Service Provider, for damages, including any fees or expenses, incurred as a result of my use or misuse, of the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the District monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read this Agreement and agree to its terms.

_____ _____

User Signature Date

c: Employee File (if appropriate)