

## **EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE DISTRICT'S TECHNOLOGY RESOURCES**

You are being given access to the District's technology resources, meaning electronic communication systems and electronic equipment.

The purpose of the Rusk ISD technology, network, internet access and communication services is to promote excellence in Rusk schools by facilitating sharing, innovation, and communication.

As a user of the District's technology resources, you will be able to access:

- An unlimited number of databases, libraries, and resources;
- The Internet and other electronic information systems/networks, which can be used to communicate with schools, colleges, organizations, and individuals around the world; and
- Shared electronic equipment, which may have stored temporary Internet and electronic files of other users.

Please note that the Internet is a network of many types of communication and information networks. It is possible that you may run across areas of adult content and some material you might find objectionable. While the District will use filtering technology to restrict access to such material, it is not possible to absolutely prevent such access. It will be your responsibility to follow the rules for appropriate use. District employees will complete district network training as needed.

With this educational opportunity comes responsibility. It is important that you read the applicable District policy, administrative regulations, and agreement form and contact the Rusk ISD Technology Director, at 903-683-2502 if you have questions (See policies CQ and DH and provision on use of electronic media.)

Inappropriate use of the District's technology resources may result in suspension or revocation of the privilege to use these resources and may result in suspension or revocation of the privilege to use this educational tool, as well as other disciplinary or legal action, in accordance with the applicable District policies, administrative regulations, and laws.

If you are being issued a District technology device, you will be given additional materials addressing the proper use, care, and return of these devices.

### **RULES FOR APPROPRIATE USE**

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- You will be assigned an individual account for hardware and Internet access, and you are responsible for not sharing the password for that account with others.
- The account is to be used mainly for educational purposes, but some limited personal use is permitted if the use imposes no tangible cost to the district, does not unduly burden the District's computer or network resources, and has no adverse effect on your job performance or any student's academic achievement.
- You must comply with the Public Information Act and the Family Education Rights and Privacy Act (FERPA), including retention and confidentiality of student and District records. You must maintain the confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
- Remember that people who receive e-mail from you with a school address might think your message represents the school's point of view.
- Users must purge electronic records in accordance with established retention guidelines.
- You will be held responsible at all times for the proper use of your account, and the District may suspend or revoke your access if you violate the rules.
- You are responsible for notifying an administrator if you have identified a security problem on the network.
- Your use of network resources must be efficient, ethical and legal.

## **INAPPROPRIATE USES**

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- Using the resources for any illegal purpose.
- Damaging electronic communication systems or electronic equipment, including knowingly or intentionally introducing a virus to a device or network, or not taking proper security steps to prevent a device or network from becoming vulnerable.
- Disabling or attempting to disable any Internet filtering device.
- Encrypting communications to avoid security review.
- Using someone's account without permission.
- Pretending to be someone else when posting, transmitting, or receiving messages.
- Attempting to read, delete, copy, modify, or interfere with another user's posting, transmittal, or receipt of electronic media.
- Using resources to engage in conduct that harasses or bullies (cyberbullying) others.
- Posting, transmitting, or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Using inappropriate language such as swear words, vulgarity, ethnic or racial slurs, and any other inflammatory language.
- Posting personal information about yourself or others, such as addresses and phone numbers.
- Responding to requests for personally identifying information or contact from unknown individuals.
- Making appointments to meet in person people met online. If a request for such a meeting is received, it should be reported to an administrator immediately.
- Posting or transmitting pictures of students without obtaining prior permission from all individuals depicted or from parents of depicted students who are under the age of 18.
- Violating others' intellectual property rights, including downloading or using copyrighted information without permission from the copyright holder.
- Wasting school resources through the improper use of the District's technology resources, including sending spam.
- Gaining unauthorized access to restricted information or resources.
- Using the network for monetary gain or political lobbying.
- Accessing material that has been deemed inappropriate for school use.
- Using wireless devices not provided by Rusk ISD without prior permission from proper administrative personnel.
- Any attempt to violate the Employee User Agreement may result in disciplinary action regardless of the success or failure of the attempt.

## **CONSEQUENCES FOR INAPPROPRIATE USE**

- Suspension of access to the District's technology resources;
- Revocation of the account; or
- Other disciplinary or legal action, in accordance with the District's policies and applicable laws.

## **REPORTING VIOLATIONS**

- You must immediately report any known violation of the District's applicable policies, Internet safety plan, or acceptable use guidelines to a principal or the technology director.
- You must report any requests for personally identifying information or contact from unknown individuals, as well as any content or communication that is abusive, obscene, pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal to a principal or the technology director.

## **INTELLECTUAL PROPERTY RIGHTS**

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

## **INTERACTIVE AUDIO/VIDEO WAIVER**

RISD users understand that in an interactive television environment, including but not limited to, distance learning virtual field trips, and video conferencing by voice, physical presence, and participation in activities will be transmitted to distance sites. RISD users hereby agree that their voice, presence, and participation in these activities will not be in a violation of their personal rights and hereby release any claims for the use of such during the durations of the interactive television activity.

## **ETIQUETTE**

Be polite; messages typed in capital letters are the equivalent of shouting and are considered rude.

Be considerate when sending email attachments by taking into account whether the file may be too large to be accommodated by the recipient's technology resources or may be in a format unreadable by the recipient.

Do not use the District's technology resources in such a way that would disrupt use for others.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

Access to the Internet is provided on an "as is, as available" basis. The District, its Board, agents, and staff members make no representations or warranties, whether expressed or implied, of any kind with respect to the Internet services to be provided by the District, or any information or software accessed or received by the applicant or contacts made by the applicant, and disclaims any implied warranties, including any implied warranties of merchantability or fitness for a particular purpose. The system administrators and the District do not warrant that the functions or services performed by, or the information or software contained on the system will meet the user's requirements or that the operation of the system will be uninterrupted or error-free or that defects in the system will be corrected.

The District will not be responsible to users or liable for any claims, losses, or damages suffered as a result of these terms and conditions or users' access to Internet service providers (ISPs), including without limitation, any losses, claims, or damages arising from the District's negligence or the users' own errors or omissions. The District shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions or costs incurred by users. The user agrees that this limitation is intended to and does release the District from any claims, damages, or losses that may occur out of the use of this system. Use of any information obtained via a user's connection to the Internet via the District system is at the user's own risk.

The District specifically denies any responsibility for the accuracy or quality of information obtained through this service.

## **Application of Terms and Conditions**

All terms and conditions as stated in this document are applicable to the applicant's use of the Internet through the District. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Texas and the United States of America.

## **Appeal**

Decisions under this policy may be appealed to the Board in accordance with policies DGBA(Local).

**EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE  
DISTRICT'S TECHNOLOGY RESOURCES**

Employee

**Part I – Employee Use of District Technology Resources**

I understand that my use of the District's technology resources including e-mail is not private and that the District will monitor my activity.

I have read the Employee Acceptable Use Agreement and agree to abide by their provisions. In consideration for the privilege of using the District's technology resources, I hereby release the District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, these resources, including, without limitation, the type of limitations identified in the District's policy.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Part II – Release for Electronic Display of Original Work on campus and/or District web site**

I give my permission for my work to be electronically displayed.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Part III – Release for the Electronic Display of Personal Information**

I give my permission for my picture, voice, and video to be electronically displayed and produced by the District.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

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The District will not be responsible to users or liable for any claims, losses, or damages suffered as a result of these terms and conditions or users' access to Internet service providers (ISPs), including without limitation, any losses, claims, or damages arising from the District's negligence or the users' own errors or omissions. The District shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions or costs incurred by users. The user agrees that this limitation is intended to and does release the District from any claims, damages, or losses that may occur out of the use of this system. Use of any information obtained via a user's connection to the Internet via the District system is at the user's own risk.

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