

WHITTIER UNION HIGH SCHOOL DISTRICT

Whittier, California

Use of Electronic Information Resources User Agreement

I. General Principles

Current technologies and information resources offer access to computers and people throughout the world. Potentially, they can provide students and staff with access to electronic mail, libraries, information and news from a variety of sources, software of all types, and discussion groups on a wide variety of topics.

Along with the tremendous potential value of these services, there also are serious concerns about them due to the open, free form nature of the Internet and many of the on-line services where inappropriate language, attitudes and behavioral expressions may be openly stated.

The following provisions specify the expectations for all students, staff members, and authorized volunteers using computing and telecommunications resources of the Whittier Union High School District.

This document constitutes a user contract for use of all District electronic information resources, and delineates acceptable use of those resources.

II. Electronic Information Resources User Contract

The District provides electronic tools and information services for students, staff members and authorized volunteers who qualify as a result of participation in an orientation and/or training course. The goal in providing these services is to promote educational excellence by facilitating resource sharing, innovation, and communication. The District makes every effort to protect students, staff and volunteers from any misuses or abuses as a result of their experiences with an information service. However, users must act responsibly to make this occur. All users must be continuously on guard to avoid inappropriate and illegal interaction with the information services and the District's electronic information resources.

Read this document carefully. It is a legally binding contract. Your signature (and those of your parent/guardian and a sponsoring District teacher or administrator if you are under eighteen (18) years of age) are required before you will be allowed to access any electronic services using District resources.

If any user violates the following contract provisions, access to the use of electronic information resources may be denied and you may be subject to disciplinary and/or legal action.

TERMS AND CONDITIONS OF ACCESS:

1. Personal Responsibility

As a user of the District's electronic information resources, I accept personal responsibility for my use of any of the District's electronic information resources. I also accept responsibility for reporting any misuse of those electronic information resources to the District system administrator(s). Misuse is commonly viewed as any activity which is harmful to the equipment, or message(s) sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described below. If there is any question whether the transmission or receipt of electronic information could be considered "misuse", it is the responsibility of the user to first consult the District system administrator(s). The determination by the District administrator(s) in such a case would be conclusive.

I understand that all the rules of conduct described in this document apply when I am using any District electronic information resources. It is my responsibility to abide by them.

2. Acceptable Use

My electronic information resources privileges are to be used in support of educational activities, research and/or communication. I am personally responsible for this provision at all times when using District equipment.

- a. The use of other organization=s or company's networks or computing resources must comply with the rules appropriate to that network as well as the guidelines of the District.
- b. Transmission of any material in violation of any local, state or federal law or any organization=s or company's rules and/or procedures are prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret.
- c. The use of District electronics information resources for commercial activities, product advertisement or political lobbying is prohibited. Students and staff shall not use the District=s computer network to solicit sales or conduct business (e.g., by posting an advertisement to a news group). Students and staff shall not set up web site pages to advertise or sell a service.
- d. Users should never allow others to use their account or password, nor should they use another person's account or password.
- e. Users shall not access material that is obscene, pornographic, including pornography involving minors, harmful to minors or otherwise inappropriate for educational use.
- f. Any employee or consultant, of the District who, within the scope of his/her authority, has a legitimate educational interest in accessing student computerized database systems that are web-based shall be provided with means of such access. The granting of this right of access does not include the right to add, delete, or alter data without the written permission of the Superintendent/designee or agency providing the data. This access is imbued with serious responsibilities concerning student information confidentiality. The violation of these responsibilities will result in access being revoked and/or disciplinary action imposed. In order to protect the privacy interests of the pupil, no official or

employee shall provide their personal access information or student information acquired from the database to any unauthorized person and will keep this information strictly confidential. The use of said data is to be restricted to a specific educational use within the District and it should never be used for any other purpose. All employees or consultants permitted access per this user agreement must receive a copy of this policy and agree to its terms.

I am aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws or the provisions of organization(s) or company(ies) and that I can be prosecuted for violating those laws.

3. Privileges

The use of electronic information resources and information systems is a privilege, not a right. Inappropriate use will result in the cancellation of those privileges. The District system administrator(s) and/or District Technology Oversight Committee (operating under the authority of the District's Board of Trustees) will determine what is appropriate use and that determination shall be conclusive. Each school site discipline plan will include specific consequences for violating this user agreement. The system administrator(s) will close an account at any time deemed necessary. The administration, staff, or faculty of the District may request that the system administrator(s) deny, revoke, or suspend specific user accounts. The administration, staff, or faculty of the District may request that access privileges to District electronic information resources be denied, revoked, or suspended for specific users.

4. Network Etiquette and Privacy

Users are expected to abide by the generally accepted rules of etiquette. These rules include, but are not limited to, the following:

- a. **COURTESY.** Never send, or encourage others to send, abusive messages.
- b. **APPROPRIATE LANGUAGE.** Remember that you are a representative of the school District on a non-private, shared system. Never swear, use vulgarities, or any other inappropriate language. Illegal activities of any kind are strictly forbidden. The system administrator(s) and/or District Technology Oversight Committee will be the sole judges of the presence of vulgarity or obscenity.
- c. **PRIVACY.** Respect the privacy of all individuals. When posting web pages never include information that could identify yourself, other students or staff. Never reveal your last name, individual photograph, home address, personal phone number, or the address or phone number of anyone else. Use school addresses and phone numbers, if they must be provided.
- d. **ELECTRONIC MAIL.** Electronic mail (e-mail) is not guaranteed to be private. The system operator of any district system (or any system you connect with) has access to all e-mail. The school computer network's system operator, or other school employee, may, at any time, review the subject, content, and appropriateness of electronic communications or other computer files, and remove them if warranted, reporting any violation of rules to the school administration or law enforcement officials. Sending or receiving encrypted or encoded messages is strictly forbidden. Messages relating to or in support of illegal activities are not permitted.

(E)

- e. **DISRUPTIONS.** Do not use District electronic information resources in any way that would disrupt use by others. Students and staff shall not infiltrate, or Ahack@ outside computing systems or networks. Examples: the release of viruses, worms, or other programs that damage or otherwise harm an outside computing system or network. Students and staff shall not disrupt a system or interfere with another's ability to use that system (e.g., by sending Ae-mail bombs@ that cause a disk to fill up, a network to bog down, or a software application to crash). Nor shall students or staff do any of these things to the Whittier Union High School District computer system.
- f. **OTHER CONSIDERATIONS.** If you have any questions about whether an action meets the rules of etiquette or privacy, it is your responsibility to first consult the District system administrator(s).

5. Services

The District makes no warranties of any kind, whether expressed or implied, for any access to electronic information resources or the services they are providing. The District will not be responsible for any damages suffered while using those systems. These damages include loss of data as a result of equipment failure, delays, non-deliveries, mis-deliveries, or service interruptions caused by the systems, your errors or omissions. Use of any information obtained via electronic information resources is at your own risk. The District specifically disclaims any responsibility for the accuracy of information obtained through any electronic information resources.

6. Security

If you identify a security problem with any District electronic information resources, notify the system administrator(s) or a responsible staff member at once. Never demonstrate the problem to any other user. Never use another individual's access account. All use of the District's electronic information resources must be under your own account. Any user identified as a security risk will be denied access to the information system.

7. Vandalism

Vandalism is defined as any malicious attempt to harm or destroy data of another user or any other agencies or networks which are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in the loss of computer services, disciplinary action, and legal action.

8. Copyright Infringement

Students and staff shall not (1) copy and forward; (2) copy and download; or (3) copy and upload to the network or Internet server any copyrighted material, without approval by the computer system operator, a teacher, or other school administrator. Copyrighted materials is anything written by someone else. It could be an e-mail message, a game, a story, an encyclopedia entry, or software. Students and staff shall not claim material copied off of the Internet as their own work.

9. Updating

The District electronic information resources staff may periodically require new registration and account information from you to continue the service. You must notify the District system administrator(s) of any changes in your account information.

10. Release of Liability

The undersigned user (and parent or guardian if the user is under eighteen (18) years of age) hereby waives and releases the District and its Board of Trustees, officers, employees and agents (collectively, the "releasees") from all loss, liability, damage or cost related to the user's participation in the District's electronic information resources program, except as occasioned by the sole negligence or intentional misconduct of the releasees.

The undersigned user (and parent or guardian if the user is under eighteen (18) years of age) further agrees to indemnify and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the participation of the undersigned user in the District's electronic information resources program, except as occasioned by the sole negligence or intentional misconduct of the releasees.

WHITTIER UNION HIGH SCHOOL DISTRICT
Electronic User Agreement Required Signatures

ALL USERS (For students, staff members and authorized volunteers)

I understand and will abide by the provisions and conditions of this contract, and understand that all the rules of conduct described in this [Acceptable Use of Electronic Information Resources](#) contract apply when I am using any District electronic information resources. I understand that any violations of the above provisions will result in any or all of the following: disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any misuse of the District's electronic information resources to the District system administrator(s).

User Name (Please Print) _____ School/Job site _____

User Signature _____ Date _____

Student I. D. No. _____ Grade Level _____

PARENT OR GUARDIAN (For users under eighteen (18) years of age)

All users under the age of eighteen (18) must have the signature of a parent or guardian who has read this contract and agrees to its contents.

As the parent or guardian of the above named user, I have read this contract and understand that the District's electronic information resources are designed for educational purposes only. I understand that it is impossible for the District to restrict access to all controversial materials found on information services, and I will not hold the District responsible for materials acquired on the network. I understand that all the rules of conduct described in this [Acceptable Use of Electronic Information Resources](#) contract apply to everyone using any District electronic information resources, and I agree to report any misuse of District electronic information resources to the District administrator(s).

I accept full responsibility for supervision if and when my student's use is not in a school setting. I hereby give my permission to issue an account for my student and certify that the information we have provided on this form is correct.

Parent or Guardian Name (please print)

Signature _____

Date _____