

3.28 F - LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Elkins School District (ESD) agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. CIPA: The Children’s Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children’s access to obscene or harmful content over the Internet. In an effort to help protect student welfare when they navigate the Internet, ESD will work to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.
4. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
5. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. Posting anonymous messages on the system;
 - d. Using encryption software other than when required by the employee’s job duties;
 - e. Wasteful use of limited resources provided by the school including paper;
 - f. Causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
 - g. Vandalizing data of another user;
 - h. Obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. Gaining or attempting to gain unauthorized access to resources or files;
 - j. Identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. Using the network for financial or commercial gain without district permission;
 - l. Theft or vandalism of data, equipment, or intellectual property;

- m. Invading the privacy of individuals other than when required by the employee's job duties;
- n. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. Introducing a virus to, or otherwise improperly tampering with, the system;
- p. Degrading or disrupting equipment or system performance;
- q. Creating a web page or associating a web page with the school or school district without proper authorization;
- r. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. Providing access to the District's Internet Access to unauthorized individuals; or
- t. Taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. Making unauthorized copies of computer software;
- v. Personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

6. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

7. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

8. Signature: The complete internet use agreement and appropriate uses of technology is included in the board policies, section 8.22 and 8.22F, which are posted on the school website. http://www.elkinsdistrict.org/page/32116_2 The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions. Failure to sign this agreement will disallow privileges of computer use in the district.

Employee's Signature: _____ Date _____

Date Adopted: 06-17-2001
 Date Adopted: 05-20-2008
 Last Revised: 11-18-2010
 Last Revised: 05-20-2014
 Last Revised: 04-18-2017
 Last Revised: 09-16-2019