

WISD NETWORK

Employee and Student Acceptable Use Agreement

***Please read the following information carefully.
This is a legally binding document for students and employees of
Waco Independent School District.***

I. OVERVIEW

The Waco Independent School District (WISD) owns and maintains a computer system/network (WISD Network – further defined below). WISD permits students and employees (*herein referred to as **WISD Member(s)***) to use and access the WISD Network pursuant to Board Policy CQ (Local) and this Agreement. WISD's goal in allowing such use and access is to promote educational excellence in WISD by providing effective and meaningful classroom instruction and meeting administrative needs while ensuring a safe, ethical and productive electronic learning environment. With this educational opportunity comes responsibility.

Definition of WISD Network: WISD's Network includes all of its computer systems, electronic communication systems and networks of any configuration of hardware and software, including but not limited to the following:

- District provided cellular telephones, and voicemail technologies;
- Email accounts;
- Servers;
- Computer hardware and peripherals;
- Software including operating system software and application software;
- Digitized information including stored text, data files, email, digital images, and video and audio files;
- Internally hosted or externally hosted databases, applications, tools (Internet or District server based);
- District-provided Internet access;
- District-filtered public Wi-Fi;
- Virtual environments; and
- New technologies as they become available.

Definition of a computer system account: Any login and password information disseminated to WISD Members for the purpose of enrolling into a computer program, whether it is hosted in the District or off-premises. A computer system account includes, but is not limited to: Active Directory (AD), Eduphoria, TEAMS, Milestone Camera systems, login to a non-/domain WISD computer, ID camera software, accounts established to manage online learning programs (such as, but not limited to, Lexia, Successmaker, iStation, and others).

It will be the WISD Member's responsibility to follow the rules for appropriate and acceptable use.

The Internet is a network of many types of communication and information networks. With access to computers and people all over the world comes the availability of adult content or material that may be considered objectionable and may not be considered to be of educational value in the school setting. In compliance with the Children's Internet Protection Act (CIPA), WISD has installed active content filtering and/or blocking software to restrict access to Internet sites containing material harmful to minors.

While WISD uses filtering technology and protection measures to restrict access to such material, it is not possible to absolutely prevent such access. A WISD Member who incidentally connects to an inappropriate site must immediately disconnect from the site and notify a teacher/administrator. If a WISD Member sees another WISD Member accessing inappropriate sites, he or she should notify a teacher/administrator immediately.

In addition, access to the WISD Network is a privilege, not a right. The smooth operation of the WISD Network relies upon the proper conduct of the WISD Members who must adhere to this Agreement. The matters addressed and set forth in this document are so that WISD Members are aware of the responsibility to follow the rules for appropriate and acceptable access and use that are being made available. In general, this requires efficient, ethical, and legal utilization of the network resources. Noncompliance may result in suspension of access or termination of privileges

along with other appropriate disciplinary action consistent with WISD Policies. All WISD students are required to abide by the Student Code of Conduct. All WISD employees are required to abide by the Code of Ethics and Standard Practices for Texas Educators ("Code of Ethics"), State and Federal law, and WISD Policies. All WISD Members must abide by ethical standards when communicating with other WISD Members, regardless of whether such communication takes place on campus, during instructional time, through use of the WISD Network or not. Violations of law may result in criminal prosecution as well as disciplinary action by WISD.

II. PHILOSOPHY

- a. **Risk** – Even with filtering, blocking, and anti-virus software, controlling all materials on the WISD Network is impossible. Sites accessible via the WISD Network may contain material that is illegal, defamatory, inaccurate or harmful. With global access to computers and people, a risk exists that WISD Members may access material that may not be of educational value in the school setting.
- b. **WISD Member Responsibility** – WISD Members, like traditional library users, are responsible for their actions in accessing available resources. Should inappropriate materials become available, WISD Members must notify a campus teacher/administrator and/or WISD Network administrator immediately.

III. TERMS AND CONDITIONS

Responsible Use: WISD Network access may be used to improve learning and teaching consistent with the educational goals of WISD. WISD expects legal, ethical, and efficient use of the WISD Network. WISD approved email accounts will be provided for WISD Members based on WISD initiatives. WISD approved social media activities that are educationally related may be used. **At no time should personal use of the WISD Network come in conflict or hinder a WISD Member's expected responsibilities.**

- a. **Privilege:** Use of a personal WISD Network account is a privilege, not a right.
- b. **Limited personal use** is permitted as long as it: (1) does not impose any tangible cost to WISD, (2) does not unduly burden WISD's technology resources and (3) has no adverse effect on an employee's job performance or on a student's academic performance. WISD will provide a filtered, wireless public network to which staff and students will be able to connect personal computer devices (including but not limited to cell phones, tablets and laptops) for instructional and administrative functions. These personal devices are the sole responsibility of the owner. WISD assumes no responsibility for personal computer devices, including, but not limited to a device being lost, loaned, damaged or stolen. Accordingly, limited WISD time or resources will be spent trying to locate stolen or lost personal computer devices. Each WISD Member is responsible for his/her personal device(s), including, but not limited to set up, maintenance, charging and security. WISD staff will not diagnose, repair or install software on a WISD Member's personal computer device. Should (1) prohibited, unacceptable and/or inappropriate use/access and/or (2) a security breach of the WISD Network that involves (or potentially involves) a WISD Member's personal computer device occur, be detected and/or suspected, appropriate WISD staff may search, examine, access, and/or inspect the WISD Member's personal device(s) in order to confirm or rule out any prohibited, unacceptable and/or inappropriate use/access and/or security breach involving the WISD Network.
- c. **Subject to System Administration:** All WISD Network accounts and computer usage are subject to perusal by the WISD Network system administrator for virus scanning and monitoring for inappropriate use and investigation of suspected misuse at the authorized direction of WISD administration regardless of cause. No WISD computer/network/Internet usage (including usage by a personal computing device) shall be considered confidential. Accordingly, WISD Members should not use the WISD Network to send, receive or store any information, including any kind of electronic messages (email, text etc.), the WISD Member considers personal or confidential and wishes to keep private. All electronic files, including all electronic messages, transmitted through or stored in the WISD Network will be treated no differently than any other electronic file. WISD reserves the right to access, review, copy, modify, delete or disclose such files for any purpose. WISD Members should treat the WISD Network like a shared or common file system with the expectation that all information and electronic files, sent, received or stored anywhere in the WISD Network system, will be available for review by any authorized representative of WISD for any purpose.
- d. **Required Training:** All WISD Members will participate in annual training for appropriate technology use, as required by WISD.

IV. PROHIBITED, UNACCEPTABLE AND/OR INAPPROPRIATE USE: Prohibited, unacceptable and/or inappropriate use includes, but is not limited to, those uses that violate the law, that are specifically named as violations by WISD,

that violate the rules of network etiquette, or that interfere with, hamper or harm the integrity or security of the WISD Network, as well as the following:

- a. **Violation of Law:** Transmission of any material in violation of any U.S. or State law is prohibited. This includes, but is not limited to: copyrighted material; threatening, harassing, or obscene material; or material protected by trade secret. Any attempt to break the law through the use of the WISD Network may result in litigation against the offender by the proper authorities. If such an event should occur, WISD will fully comply with the authorities to provide any information necessary for the litigation process.
- b. **Commercial Use:** Use for commercial, income-generating or “for profit” activities, product advertisement, or political lobbying is prohibited.
- c. **Vandalism/Mischief:** Vandalism and mischief are prohibited. Vandalism is defined as any malicious attempt to harm or destroy data or devices of another WISD Member, the WISD Network, or any other networks that are connected to the WISD Network. This includes, but is not limited to, the creation or propagation of computer viruses. Any interference with the work of other WISD Members, with or without malicious intent, is construed as mischief and is strictly prohibited.
- d. **Electronic Mail Violations:** Forgery of electronic mail messages is prohibited. Reading, deleting, copying, or modifying the electronic mail of other WISD Members is prohibited. Sending unsolicited junk mail, spam, chain e-mails, or that of commercial content is prohibited. Using accounts (including the signature files) for non-school related activities including, but not limited to: financial gain, pornography/child pornography, personal advertising, buying, or selling, political activities (including lobbying), public relations and such activities as solicitation, fundraising, or religious activities is prohibited.
- e. **File/Data Violations:** Deleting, examining, copying, or modifying files and/or data belonging to other WISD Members is prohibited.
- f. **System Interference/Alterations/Hacking:** Attempts to exceed, evade or change resource quotas are prohibited. Installing unauthorized network access points or other connections, causing or attempting to cause network problems, including but not limited to, network congestion through mass consumption of system resources, attempts to disable the WISD Network filter or compromising the integrity of the firewall, and unauthorized access (hacking) into any part of the WISD Network are prohibited.
- g. **Inappropriate Speech/Messages:** The following restrictions against inappropriate speech and messages apply to all communication sent and/or accessed through the WISD Network, including all e-mails, instant messages, texts, web pages, blogs, wikis, or other avenues of electronic communication. WISD Members shall not send obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful messages. WISD Members shall not post information that could cause damage, danger, or disruptions, or engage in personal attacks, including prejudicial or discriminatory attacks. WISD Members shall not harass another person or knowingly or recklessly post false or defamatory information about a person or organization. Personal political use to advocate for or against a candidate, office-holder, political party, or political position is prohibited. Research or electronic communications regarding political issues or candidates shall not be a violation when the activity is to fulfill an assignment for class credit.
- h. **Home/Personal Internet:** A WISD Member’s home and personal electronic communication use (outside of the WISD Network) can have an impact on WISD and its schools, students and/or staff. A WISD Member’s personal electronic communication expression including, but not limited to, threatening messages, a violent or sexual web site, a text, or a post that creates a likelihood of material or substantial disruption of the school/district’s operation may result in WISD disciplinary action and/or criminal penalties.
- i. **Bullying/Harassment:** WISD takes cyber bullying and harassment by electronic communication very seriously, and it will not be tolerated. WISD Members shall not use the WISD Network to intimidate, threaten, bully, harass, or embarrass students or WISD Members. WISD Members who engage in such activity on school grounds or who engage in such activity off campus and create a material or substantial disruption of school operations (or the reasonable potential exists) shall be subject to disciplinary actions as well as possible criminal penalties.

V. CONSEQUENCES OF VIOLATION: Any attempt to violate the provisions of this Agreement will result in revocation of the WISD Member’s account, regardless of the success or failure of the attempt. In addition, students may face WISD disciplinary action (Student Code of Conduct) and/or appropriate legal action. In the event of a claim that a student has violated these guidelines, WISD will provide the student with due process in accordance with the Student

Code of Conduct. Staff members may face W I S D disciplinary action up to and including employment termination and/or appropriate legal action.

- a. **Final Determination:** The Superintendent or the designee will make the final determination as to what constitutes prohibited, unacceptable and/or inappropriate use.
- b. **Denial, Revocation, or Suspension of Accounts:** The superintendent/designee, departmental director, campus principal, and/or the system administrator in accordance with WISD disciplinary procedures may deny, revoke, place restrictions, or suspend an account.

VI. SECURITY

- a. **High Priority:** Security of the WISD Network is a high priority.
- b. **Reporting Security Problems:** If a WISD Member identifies or has knowledge of a security problem on the WISD Network, the WISD Member must notify a teacher, campus principal, system administrator, and/or the superintendent's designee for WISD. The WISD Member shall not reveal or demonstrate the problem to others.
- c. **Impersonation:** Attempts to login to the WISD Network as a system administrator or as another WISD Member may result in suspension of access to the WISD Network, as well as other appropriate disciplinary or legal action in accordance with the Student Code of Conduct or Board Policy.
- d. **Security Risks Denied Access:** Any WISD Member identified as a security risk or having a history of problems with other computer systems may be denied access to the WISD Network.
- e. **Supervision:** Staff must supervise student use of the WISD Network in a manner that is appropriate to the student's age and the circumstances of use.
- f. **Filtering Software:** WISD Members may not disable the WISD Network filtering software at any time. Authorized staff may temporarily or permanently unblock access to sites containing appropriate material if the filtering software has inappropriately blocked access to such sites.
- g. **Bandwidth:** Bandwidth utilization is monitored. WISD Members who routinely monopolize excessive amounts of bandwidth will be notified and their usage will be examined. In order to protect and reserve bandwidth and other resources for educational use, WISD Members may not:
 - i. Download software or files that are not for educational purposes;
 - ii. Play interactive online games;
 - iii. View non-curriculum based streaming videos/movies; or
 - iv. Set their Internet browser home page to a digital media rich site (i.e. CNN, Yahoo, MSN).

VII. INTERNET SAFETY: Internet safety of WISD Members in their use of the WISD Network is a high priority.

- a. NEVER give your username/password to anyone.
- b. NEVER tell anyone online your full name, home address, phone number, age, friend's name, your school, or any other personal information.
- c. NEVER share photos of yourself, your family, or your home with people you meet online.
- d. NEVER open attachments or click on links in an e-mail from someone you do not know.
- e. NEVER make appointments to meet people whom you meet online. Students should report to a teacher or administrator if they receive such a request. A WISD Member who becomes aware of prohibited, unacceptable and/or inappropriate use (defined above) should not respond; instead, a teacher or administrator should be notified immediately.
- f. Do not accept e-mails, files, or web page addresses (and the like) from strangers. People who you meet online are not always who they say they are. Be aware that online information is not necessarily private.

DISCLAIMER

WISD makes no warranties of any kind, whether expressed or implied, regarding or in connection with the WISD Network or any WISD Member's use or access thereto. WISD is not responsible for any damages claimed and/or suffered by any WISD Member from any use and/or access (or lack thereof) to the WISD Network. This includes loss, theft, or damage to personal devices; loss of data resulting from delays, non-deliveries, mis-deliveries; intrusion by computer virus; or other service interruptions or malfunctions. WISD is not responsible for phone/credit card bills or any other charges incurred by WISD Member. Use of any information obtained via the WISD Network is at the WISD Member's own risk.

WISD is not liable for any individual's prohibited, unacceptable and/or inappropriate use of the WISD Network including, but not limited to, electronic communication systems or violations of copyright restrictions or other laws or for costs incurred by WISD Members through use of the WISD Network. WISD shall not be responsible for ensuring the availability of the WISD Network or the accuracy, age appropriateness, or usability of any information found on the Internet.

Acceptable Use Agreement Acknowledgement Form

I understand that my access to and use of the WISD Network including, but not limited to, text messaging and social media with WISD provided resources/devices, is not private and may be viewed by WISD officials. Any third party accounts that I use for educational purposes, must also adhere to this Acceptable Use Agreement. I understand that the WISD will monitor my activity on the WISD Network.

I have read the WISD Acceptable Use Agreement and agree to abide by its provisions. In consideration for the privilege of using the WISD Network and in consideration for having access to the public networks, I hereby release WISD, its trustees, directors, officers, agents and employees, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my access to, use of, or inability to access/use, the WISD Network including, without limitation, the type of damages identified in the Agreement, Board Policy, and/or any administrative regulations.

For WISD employees: WISD employees will acknowledge consent to and execution of this Agreement by their signature confirming receipt of the Waco Independent School District Employee Handbook.

For WISD students/parents: WISD students/parents participating in the online registration process will acknowledge consent to and execution of this Agreement document as part of the registration process. WISD students/parents not participating in the online registration process will acknowledge consent to and execution of this Agreement by signing a hard copy as part of the campus registration process.

Printed Name _____

Campus _____

Employee/Student ID: _____

Signature _____

Date _____