



# Washington State Sexual Misconduct Disclosure

## Release

Requesting District: South Whidbey School District, 5476 Maxwellton Road, Langley, WA 98260

• **Section 1 - Please print:**

Applicant's Name (First, Middle, Last)

Have you, at any time, been employed by a School District? Yes  (Please complete back page)  
No  (Sign and date section 2)

The named applicant is under consideration for a position in our district. The Legislature has determined that additional safeguards are necessary in the hiring of school district employees to ensure the safety of Washington's school children. The individual whose name appears above has had previous employment with your organization. As a former employer, we request you provide the information requested on this form within 20 business days as required by state law (RCW28A.400). Sexual misconduct definitions are found in WAC 181-87 and WAC 181-88. Your assistance is appreciated.

• **Section 2 - Employee/Applicant Information:**

Full Name When Last Employed with District

Social Security Number

Certificate Number (If applicable)

*Previous School District Employer Information:*

**Please complete the reverse side and list all prior School District employers.** 

I authorize you to release to the District listed above, all information related to any acts of sexual misconduct that the school district has made a determination that there is sufficient information to conclude that the abuse or misconduct occurred and that the abuse or misconduct resulted in the employee's leaving his or her position at the school district. Such information includes copies of all related documents, including any rebuttal documents, in personnel, investigative or other files in accordance with RCW 28A.400. I release the prior employer and employees acting on behalf of the prior employer from any liability for providing information described in this document.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

• **Section 3 - For Use by Previous District Employer**

- No sexual misconduct materials were found
  - Yes, sexual misconduct materials are available. Please contact for more information.
  - No record of employment.
- Was a complaint of sexual misconduct filed with OSPI?  
 Yes       No

\_\_\_\_\_  
Former Employer Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
School District

\_\_\_\_\_  
Date

**Return to:**  
**South Whidbey School District, Attn: Human Resources**  
**5476 Maxwellton Road, Langley, WA 98260**  
**Phone 360-221-6100, Fax 360-221-3835, email [humanresources@sw.wednet.edu](mailto:humanresources@sw.wednet.edu)**

**Washington State Sexual Misconduct Disclosure Release(SMDR)**

Name (print):	Signature:	Date:
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**Please send this SMDR to the following school district employers:**

1. School District Name:		
Address:	City, State, Zip	
Position:	From (date):	To (date):

2. School District Name:		
Address:	City, State, Zip	
Position:	From (date):	To (date):

3. School District Name:		
Address:	City, State, Zip	
Position:	From (date):	To (date):

4. School District Name:		
Address:	City, State, Zip	
Position:	From (date):	To (date):

5. School District Name:		
Address:	City, State, Zip	
Position:	From (date):	To (date):

# Staff User Informed Consent Form for Network Services/ Public Records

PLEASE READ THIS DOCUMENT (FRONT AND BACK) CAREFULLY BEFORE SIGNING

The South Whidbey School District (the "District") is pleased to be able to provide access to the Internet to students and staff. It is the District's belief that the Internet offers vast, diverse, and unique resources for education and research. Our goal in providing this service is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

Internet access is coordinated through a complex association of government and private agencies, and regional and state networks. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to assume. **By signing this document, you are indicating that you have carefully read the attached terms and conditions and understand their significance.**

**ONLY SOUTH WHIDBEY SCHOOL DISTRICT EMAIL MAY BE USED FOR COMMUNICATION OF SOUTH WHIDBEY SCHOOL DISTRICT BUSINESS. UNDER THE PUBLIC RECORDS ACT (RCW 42.17), ALL RECORDS AND COMMUNICATION (INCLUDING EMAIL, VOICEMAIL, FACEBOOK POSTS, PHOTOS, CALENDARS, AUDIO AND VIDEO RECORDING, DATABASES, TEXT MESSAGES AND PAPER DOCUMENTS) CREATED OR MAINTAINED FOR SOUTH WHIDBEY SCHOOL DISTRICT BUSINESS ARE SUBJECT TO PUBLIC DISCLOSURE.**

### NETWORK/INTERNET USE TERMS AND CONDITIONS

- 1) **Acceptable Use** - The use of your account must be in support of education and research, and consistent with the educational objectives of the District. **All use must be in accordance with the District's Acceptable Internet Use Procedures and Guidelines (on the reverse) and which you acknowledge having read and understood.**
- 2) **Privileges** - The use of the District's computers, network, and the Internet is a privilege, not a right. Inappropriate use may result in a cancellation of those privileges and other penalties. The system administrators will deem what is inappropriate use and their decision is final. Also, the system administrators may close an account at any time as required. The District reserves the right to monitor and review all data stored on or distributed through its computers to ensure that the District's computer system is being appropriately used.
- 3) **No Warranties** - The District makes no warranties of any kind, whether express or implied, for the service it is providing. The District will not be responsible for any damages you suffer, including, without limitation, damages resulting from loss of data due to corruption, delays, non-deliveries, mis-deliveries, service interruptions or any other reason. Use of any information obtained via the Internet is at your own risk, and the District specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
- 4) **Penalties for Misuse - Violation of any of the District's conditions of Internet use is cause for disciplinary action, which may include any or all of the following, depending on the seriousness and/or recurring nature of any violations, as determined in the District's sole discretion and subject to collective bargaining agreements where applicable:**
  - (1) Verbal or written warnings;
  - (2) Suspension or revocation of network services;
  - (3) Other disciplinary and/or legal action.

### USER

I understand and will abide by the District's Internet Use Terms and Conditions (including the Acceptable Internet Use Procedures and Guidelines on the reverse, as they may be revised from time to time). I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked and appropriate school disciplinary and/or legal action may be taken.

User Name (print): \_\_\_\_\_ Phone or Extension: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ASSOCIATION WITH SOUTH WHIDBEY SCHOOL DISTRICT. Check the appropriate boxes.

- Certificated Staff
- Classified Staff
- Administrative Staff
- Other (please explain): \_\_\_\_\_

- Substitute
- Coach
- Board Member

### Campus:

- South Whidbey High School (7-12)
- South Whidbey Elementary School (K-6)
- District Office/Transportation/Maintenance
- Other: \_\_\_\_\_

## ACCEPTABLE INTERNET USE PROCEDURES AND GUIDELINES

### 1.0 Network

- 1.1 All use of the District's computer network (the "System") must be in support of education and research and consistent with the mission of the South Whidbey School District (the "District"). The District reserves the right to prioritize use and access to the System.
- 1.2 All use of the System must be in conformity to state and federal law, network provider policies and licenses and District policy. Use of another organization's network or computing resources must additionally comply with the rules appropriate for that network. Use of the System for commercial solicitation or other commercial purposes is prohibited. Use of the System for charitable purposes must be approved in advance by the Superintendent or designee.
- 1.3 The System constitutes public facilities and may not be used to support or oppose political candidates or ballot measures.
- 1.4 No use of the System shall serve to disrupt the operation of the System by others; System components including hardware or software shall not be destroyed, modified or abused in any way (including, without limitation, by the creation or uploading of viruses or other harmful code or intentional destruction of others' data).
- 1.5 Malicious use of the System to harass other users or gain unauthorized access to any computer or computing system and/or damage the components of a computer or computing system is prohibited.
- 1.6 Users are responsible for the appropriateness and content of material they store, transmit, or publish using the System. Abusive, libelous or defamatory statements, hate mail, harassment, discriminatory remarks, and other antisocial or illegal behaviors are prohibited.
- 1.7 Use of the System to access, store or distribute obscene or pornographic material is prohibited.
- 1.8 Connecting any hardware and/or cabling components to the System and/or entering site communications closets by anyone other than a network technician or other individual expressly authorized by the District is strictly prohibited.

### 2.0 Electronic Mail

- 2.1 Electronic mail ("e-mail") is intended to be used for educational and research purposes. E-mail messages sent or received for personal or other purposes are allowed and will be treated no differently from other messages. Consequently, e-mail should not be used for any information that the user desires to keep personal or private. Excessive use of the District's System for personal e-mail is not allowed.
- 2.2 Despite the password and other security provisions, e-mail is not necessarily secure, private, or confidential. For example, it is possible for any message sent by a user to be forwarded on to anyone else on the Internet, with or without the knowledge of the original sender. Even after an e-mail has been deleted, it can still be possible to retrieve it and read it. Therefore, users should avoid sending anything in e-mail that might cause harm to themselves or others if revealed to persons other than the intended recipient.
- 2.3 The security provisions of the e-mail system must be honored at all times. For example, one should not attempt to gain access to other people's messages and you should not share your password with others. Using the auto-login feature is not recommended.
- 2.4 Good judgment should always be employed in using e-mail. In addition to the general guidelines above, the following practices are specifically forbidden: Intentional impersonation and/or misrepresentation as to the identity of a sender or receiver of e-mail; modifying a message and forwarding without noting the changes (i.e. additions, deletions, modifications to the content, etc.); bypassing the user-security mechanisms of the e-mail system in a malicious manner (such as creating bogus accounts or "snooping" through mail addressed to other people); sending or forwarding "chain letters"; subscribing to listservs (unless specifically approved); and placing information on the e-mail system that would defame, or portray in a false light, the sender or recipient of an e-mail message.
- 2.5 Email messages are not kept on the mail server indefinitely (generally about 45 days). Messages you wish to keep should be saved to your hard drive or some other storage device or printed and filed.
- 2.6 Listservs should not be subscribed to without permission of the network administrator.
- 2.7 Under the Public Records Act (RCW 42.17) all e-mail as well as other documents on the district's System are subject to public disclosure.

### 3.0 Security

- 3.1 System accounts are to be used only by the authorized owner of the account for the authorized purpose. Users may not share their password with another person or leave an open file or session unattended or unsupervised. Account owners are ultimately responsible for all activity under their account.
- 3.2 Users shall not seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the System, or attempt to gain unauthorized access to the System or accounts.
- 3.3 If any user becomes aware of a security problem on the Internet, they should notify the System administrator and refrain from demonstrating the problem to other users.

### 4.0 Personal Security

- 4.1 Personal information such as addresses and telephone numbers should remain confidential when communicating through the System.
- 4.2 Students should not make appointments to meet people in person that they have contacted through the System without parental permission.
- 4.3 Users should notify the network administrator or other responsible adult whenever they come across information or messages that are dangerous, inappropriate or make them feel uncomfortable.

### 5.0 Copyright

- 5.1 The unauthorized installation, use, storage or distribution of copyrighted software/materials using the System or on District computers is prohibited.

### 6.0 General Use

- 6.1 Efforts must be made to conserve System resources. For example, users should frequently delete e-mail and unused files.
- 6.2 No person shall have access to the System without having received appropriate training. A signed User Informed Consent Form must be on file with the District. Students under the age of 18 must have the approval of a parent or guardian.
- 6.3 Nothing in these regulations is intended to preclude the supervised use of the System while under the direction of a teacher or other approved user acting in conformity with District policy and procedure.
- 6.4 From time to time, the District will make a determination on whether specific uses of the System are consistent with the regulations stated above. The District reserves the right to modify or revise these regulations at any time. Under prescribed circumstances non-student or staff use may be permitted, provided such individuals demonstrate that their use furthers the purpose and goals of the District. **For security and administrative purposes the District reserves the right for authorized personnel to review System use and file content, including, without limitation, the contents of e-mail messages.** The District reserves the right to remove a user account on the System to prevent unauthorized activity.

**Violation of any of the conditions of use is cause for disciplinary action.**