

EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE ELECTRONIC COMMUNICATIONS SYSTEM

You are being given access to the District's technology resources. Through this system, you will be able to communicate with other schools, colleges, organizations, and people around the world through the Internet and other technology resources/networks. You will have access to hundreds of databases, libraries, and computer services all over the world.

With this opportunity comes responsibility. It is important that you read the District policy, administrative regulations, and agreement form and ask questions if you need help understanding them. Inappropriate system use will result in suspension or revocation of the privilege of using this educational and administrative tool.

Please note that the Internet is a network of many types of communication and information networks. It is possible that you may run across 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.

RULES FOR APPROPRIATE USE

- * The account is to be used mainly for educational purposes, but limited personal use is permitted.
- * 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.
- * Remember that people who receive e-mail from you with a school address might think your message represents the school's point of view.

INAPPROPRIATE USES

- * Using the system for any illegal purpose.
- * Disabling, bypassing, or attempting to disable any Internet filtering device.
- * Encrypting communications to avoid security review.
- * Borrowing someone else's account without permission.
- * Pretending to be someone else when transmitting or receiving messages.
- * Using inappropriate language such as swear words, vulgarity, ethnic or racial slurs, and any other inflammatory language.
- * Downloading or using copyrighted information without permission from the copyright holder.

TECHNOLOGY RESOURCES

(EXHIBIT)C

- * Intentionally introducing a virus to the computer system.
- * Transmitting or accessing materials that is abusive, obscene, sexually oriented threatening, harassing, damaging to another's reputation, or illegal.
- * Transmitting pictures without obtaining prior permission from all individuals depicted, or from parents or depicted individuals who are under the age of 18.
- * Posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- * Wasting school resources through improper use of the computer system, including sending chain letters.
- * Gaining unauthorized access to restricted information or resources.
- * Using personal internet connections for students or direct instruction.

CONSEQUENCES FOR INAPPROPRIATE USE

- * Suspension of access to the system;
- * Revocation of the computer system account; or
- * Other disciplinary or legal action, in accordance with the District policies and applicable laws.

EMPLOYEE DATA MANAGEMENT AND USER CONFIDENTIALITY AGREEMENT

This section applies to employees who currently use or will use an ECISD online database system. ECISD online database systems include but are not limited to such systems as Focus, MUNIS, KRONOS, and Eduphoria. The opportunity to use this system will provide effective and efficient data management with the online maintenance and/or read-only access to student, personnel, and/or business applications. With this opportunity comes responsibility due to the extremely sensitive/confidential nature of this data.

Access to the ECISD online databases is for professional school use only. You will be held responsible at all times for the proper use of this account, and access may be suspended or revoked if you violate any of the terms of this agreement. Any disclosure by verbal or written means, copying, distribution, or use of the information in the database by an unauthorized person is prohibited. With the exception of documents produced from the system specifically designed for release to individuals or groups in the public, the information is not to be shared with person/s outside of ECISD.

Access to the databases from outside the workplace/ECISD network is a privilege offered to ECISD exempt personnel only. Access to databases by non-exempt personnel from outside the workplace/ECISD network is prohibited in an effort to prevent potential problems stemming from FLSA regulations.

TECHNOLOGY RESOURCES

(EXHIBIT)C

Those exempt personnel who access their login information from outside of the ECISD network assume the responsibility for resolving connectivity problems. It is not within the scope of responsibilities of either the Information Systems Department or the Information Technology Department to resolve connectivity problems or to troubleshoot response time issues or any other issues that are incurred outside of the ECISD network.

- A. To this end, this agreement is incorporated as part of the overall ECISD Employee Agreement for Acceptable Use of Electronic Communications and Data Management Systems:
- B. The user understands that any user ID and password assigned for access to databases is to be considered private and confidential and that sharing user IDs and/or passwords is prohibited. The user understands that using someone else's account is prohibited.
- C. The user is responsible for any computer transactions performed as a result of access authorized through his user ID and password.
- D. The user is responsible for changing his/her password if he/she suspects that it has been compromised.
- E. The user will not intentionally or knowingly enter any unauthorized data, or change any data without authorization.
- F. The user understands that confidential information includes, but is not limited to, any information that has the potential to identify a student, including aggregates with fewer than five members; social security numbers for students or staff; and e-mail addresses of members of the public.
- G. The user agrees that access and viewing of confidential data will be limited to the purpose intended by the application.
- H. The user agrees to monitor and protect confidential information.
- I. The user understands that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing of federal regulations found in 34 CFR, Part 99. FERPA is specially incorporated into the Texas Open Records Act as an exception to records that are subject to disclosures to the public (Government Code, Section 552.026). The user understands that release of confidential student information is prohibited by the Texas Government Code, Section 552.352, and that such an offense constitutes a Class A misdemeanor.
- J. The user understands that any data sets or output reports that he/she may generate using confidential data shall be protected. The user shall not distribute to any unauthorized person any data sets or reports that contains confidential data.
- K. The user certifies that the information contained in this form with which this agreement is declared is, to the best of his/her knowledge, correct and that he has been duly authorized to access this confidential information. User further certifies that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations.

TECHNOLOGY RESOURCES

(EXHIBIT)C

The employee agreement shall be renewed each academic year.

My electronic acknowledgement confirms the following.

I understand that my computer use is not private and that the District may monitor my activity on the computer system at any time.

I understand the information in this exhibit is subject to change.

I understand as the district provides updated information I accept responsibility for reading and abiding by the changes.

I have read the District's Electronic Communications system policy CQ(LOCAL) and CQ (Regulations) and agree to abide by their provisions. I understand that the policy can be located on the ECISD website at: <http://pol.tasb.org/Home/Index/421>

In consideration of the privilege of using the District's electronic communications system and in consideration for having access to the public networks, 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, the system, including, without limitation, the type of damages identified in the District's policy and administrative regulations including the transfer of files between home and District workstations.

I also accept responsibility for contacting my supervisor or the department head if I have questions, concerns, or need further explanation.