

**EAU CLAIRE PUBLIC SCHOOLS**  
**Agreement for Acceptable Use of Technology Resources**  
***For Employees, Board Members, Volunteers, and Adults other than Students***

**Eau Claire Public Schools**

*Building/Program Name*

\_\_\_\_\_ *User Name*

This Agreement is entered into on: \_\_\_\_\_

This Agreement is between \_\_\_\_\_ (“User”) and the Eau Claire Public Schools (“school”).

The purpose of this Agreement is to grant access to and define acceptable use of the school’s technology resources (“Technology Resources”) during the COVID-19 school closure required pursuant to Governor Whitmer’s Executive Order 2020-35 or any similar successor executive order related to the COVID-19 pandemic.

Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the school’s Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the school’s Technology Resources is a privilege that may be revoked by the school at any time and for any reason.
- B. You have no expectation of privacy when using the school’s Technology Resources. The school reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The school also reserves the right to remove any material from the Technology Resources that the school, in its sole discretion, chooses to, including, without limitation, any information that the school determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.
- C. The Technology Resources do not provide you a “public forum.” You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by an appropriate administrator. You may, however, use the Technology Resources to contact or communicate with public officials.
- D. The school’s Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences (for employees, up to and including termination), for both you and the person(s) using your account/password.

- E. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action (for employees, up to and including termination). Misuse includes, but is not limited to:
1. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.
  2. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.
  3. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school materials, or school hardware or software.
  4. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to other users or information you are not authorized to access.
  5. Unauthorized copying or use of licenses or copyrighted software.
  6. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
  7. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
  8. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.
  9. Using or soliciting the use of or attempting to use or discover the account information or password of another user, unless authorized to do so by the school's administration or Board.
  10. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA"), unless authorized to do so by the school's administration or Board.
  11. Misusing equipment or altering system software without permission.
  12. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
  13. Disclosing any information via the school's Technology Resources that includes personally identifiable information about any of the school's students including, without limitation, videos, audio, documents, or other records that identify a student by name, voice, or likeness, except as permitted by applicable law or as authorized by school administration.
  14. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or any school policy, rule, handbook, or agreement.
- F. It is the policy of the Eau Claire Public Schools, as a recipient of certain federal funds, to provide technology protection measures on its computers with Internet access designed to protect against access through such computers to visual depictions that are obscene or child pornography. The technology blocks may be disabled by an authorized person, during adult use, to enable access to bona fide research or for other lawful purposes.
- G. The school does not warrant or guarantee that its Technology Resources will meet any specific requirement or that they will be error free or uninterrupted; nor will the school be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.

- H. As soon as possible, you must disclose to an appropriate school administrator any content you view or receive over the Technology Resources that makes you feel harassed, bullied, or threatened or any communication that contains sexually explicit content. You should not delete such content until instructed to do so by the school’s superintendent or designee.
- I. You may receive or have access to student education records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act, Individuals with Disabilities Education Act, the Michigan Mandatory Special Education Act, the National School Lunch Act, and the Revised School Code, and their underlying regulations (collectively, the “Acts”). You acknowledge that, to the extent you receive and have access to such data and records, you are subject to the provisions of those Acts and their regulations and will not re-disclose student data or other education records except as permitted by law.
- J. Correspondence or other data that you send or receive over the school’s Technology Resources may be subject to retrieval and disclosure under the Freedom of Information Act (“FOIA”) and other federal or state statutes and regulations. You will cooperate fully and promptly with the school when responding to FOIA requests or other requests for disclosure of information.
- K. You are solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases, made through the Technology Resources. The school is not a party to such transactions and is not liable for any costs or damages, whether direct or indirect, arising out of your use of the Technology Resources.
- L. You have been provided temporary access to the Technology Resources to facilitate distance teaching and learning during the school closure required by Governor Whitmer’s Executive Order 2020-35. You will return all Technology Resources to the school in good working order immediately on request.
- M. You are responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.
- N. Any violation of this Agreement may subject you to discipline (for employees, up to and including termination), including possible suspension of your access to the Technology Resources.

As a condition of using the Technology Resources, I release the school, and its board members, agents, and employees, including the Internet Service Provider, from all liability related to my use or inability to use the Technology Resources. I agree to follow this Agreement, all applicable board policies and handbooks, and all rules and regulations that may be added from time to time by the school or its Internet Service Provider. I agree to pay for, reimburse, and indemnify the school, its board members, agents, and employees, including the Internet Service Provider, for damages, including any fees or expenses, incurred as a result of my use, or misuse, of the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the school monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read this Agreement and agree to its terms.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**cc: Employee file**

*Revised: 04/09/20*