

EXHIBIT

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**USE OF TECHNOLOGY RESOURCES
IN INSTRUCTION****ELECTRONIC INFORMATION SERVICES
USER AGREEMENT****(Student)**

Acceptable Uses. I understand and agree as follows:

1. The electronic information services (EIS) system has been established for a limited educational purpose and may only be used for educational purposes. The term "educational purposes" includes classroom activities, career or professional development, limited high-quality personal research and other work related purposes. I may not use the system for entertainment purposes (unless specific permission is given for this purpose), commercial purposes or political lobbying. I am expected to follow the rules set forth in the District's disciplinary code and the law. In addition to this agreement, use of the EIS system is governed by Governing Board Policy IJNDB and administrative regulations IJNDB-R, copies of which are available at each school office.
2. The EIS system has not been established as a public access service or a public forum. Therefore, the District has the right to place reasonable restrictions on the material accessed or posted through the system. I am expected to follow the rules set forth in the District's policies and administrative regulations and the law. I realize that all e-mail can be recorded and stored along with the source and destination of the e-mail, and that messages are not necessarily deleted when I delete them.
3. Uses of the EIS system need not always be formal, but they must be professional. My e-mail signature will include my name and position with the District.
4. The District reserves the sole discretion to decide what information is a public record. The District may disclose any public record without permission or knowledge of an EIS system user.
5. Sending an e-mail from a school or other District facility is analogous to using school letterhead. Students must be careful not to have their own statements mistakenly attributed to the District.
6. All communications (including e-mail message) are property of the District and may be viewed by the Superintendent and/or the EIS system administrator when it is in the District's best interest to do so.

Unacceptable Uses. To prevent against unacceptable use of the EIS system, I understand and agree as follows:

1. Personal Safety and Safety of Others:

- a. I will not post personal contact information about myself or others (i.e. names, addresses, telephone numbers, school address, etc.) unless I have prior permission from my teacher and parent to do so.
- b. I will not meet with someone I meet online without my parent's approval and involvement.
- c. I will promptly tell my teacher or school principal if I receive any message that is inappropriate or makes me feel uncomfortable.

2. **Personal Use:** Personal use of the EIS System is restricted and the following rules apply:

- a. The use must be at virtually no cost to the district.
- b. No publishing is allowed if the content or purpose is personal. No personal web pages, postings to Internet groups, chat rooms, web pages or list services are permitted.
- c. No privately owned device may be connected to District systems without the prior, written permission of the EIS system administrator.
- d. Personal e-mail should be read and deleted. Personal e-mail should not be stored on the system.
- e. Internet games and personal games may not be used. Games that come with software may be used only with prior written District permission.

3. Illegal Activities:

- a. I will not attempt to gain unauthorized access to the EIS system or any other computer system through the EIS system or go beyond my authorized access. I will not attempt to log in through another person's account or access another person's files without their express permission.
- b. I will not attempt to disrupt the EIS system or destroy data by spreading viruses or by any other means.
- c. I will not use the EIS system to engage in any other illegal or inappropriate acts (drug or alcohol purchase, distribution or sale, criminal gang activity, threatening conduct, etc.)
- d. The EIS system may not be used to lobby, solicit, recruit, sell or persuade for or against religious or political causes, outside organizations, etc.

4. Plagiarism and Copyright Infringement:

- a. I will not plagiarize works I find on the Internet. Plagiarism is taking the ideas or writing of others and presenting them as if they were mine.

- b. I will respect the rights of copyright owners. Copyright infringement would occur if I inappropriately reproduce a work that is protected by a copyright. If a work contains language that specifies appropriate uses of that work, I will follow those requirements. If I am unsure of whether I may use a work, I will request permission from the copyright owner. I will ask a teacher if I have questions.

5. System Security:

- a. I am responsible for my individual account. I will not provide my password to another person or use another person's password unless I have obtained prior written permission to do so from my teacher.
- b. I will not permit another person to use my account or use another person's account unless I have obtained prior written permission to do so from my teacher.
- c. I will immediately notify my teacher if I have identified a possible security problem.
- d. I will not download any software unless I have obtained prior written notice to do so from my teacher.
- e. I will follow the District virus protection procedures when downloading software I have been given prior written permission to download, to protect against the inadvertent spread of computer viruses.
- f. I will not attempt to harm or destroy data of another user or any other agencies or networks connected to the EIS system. This includes, but is not limited to, uploading or creating computer viruses.

6. Language:

- a. I will not use obscene, lewd, vulgar, rude inflammatory, threatening or disrespectful language.
- b. I will not post information that could cause damage or danger of disruption of the educational environment or operation of the District.
- c. I will not use the EIS system in any way for the purpose of practical jokes.
- d. I will not engage in personal attacks, including prejudicial or discriminatory attacks on individuals or groups. I will not harass others. Harassment is persistently acting in a manner that distresses or annoys another person. If I am told by someone to stop sending them messages, I will immediately stop.
- e. I will not knowingly, or recklessly post false or defamatory information about a person or organization.
- f. I will not post chain letters or engage in "spamming" (sending unnecessary messages to a large number of people).

7. Inappropriate Transmission of and Access to Material:

- a. I will not transmit or access material that is profane or obscene (i.e. pornography), that advocates illegal acts, or that advocates violence or discrimination towards others (i.e. hate literature). A special exception may be made for teachers or high school students who wish to access hate literature if the purpose of the access is to conduct research. In this situation, a student must obtain both teacher and parental consent.
- b. If I mistakenly access inappropriate information, I will immediately tell a teacher so they know I did not intentionally access the information.
- c. I will not subscribe to mailing lists/list services that do not relate directly to my job.

8. General Network Etiquette.

- a. I will be brief. Few people will bother to read a long message.
- b. I will minimize spelling errors and make sure my message is easy to understand and read.
- c. I will use accurate and descriptive titles in my communications, so people will know what it is about before they read it.
- d. I will get the most appropriate audience for my message, not the widest.
- e. I will remember that humor and satire is very often misinterpreted.
- f. I will remember that if I post to multiple groups, I will specify all groups in a single message.
- g. I will site references for any facts I present.
- h. I will not attack correspondents; I will persuade them with facts.
- i. I will exercise good judgment and care to ensure that I do not repost messages or otherwise use the EIS system in a manner that will embarrass, hurt or harm others.
- j. I will not send e-mail messages to all EIS system e-mail users. E-mail messages which need to be distributed to all users must be submitted to the Superintendent or designee for distribution.

My Rights

I understand that the District may restrict my speech for valid educational or business reasons. The District will not restrict speech on the basis of a disagreement with my opinions. I understand and agree that:

1. I have *no right of privacy* with respect to the EIS system, including software, e-mail or Internet access.

2. Routine maintenance and monitoring of the EIS system may lead to discovery that I have violated District policies, administrative regulations, this agreement or the law.
3. An individual search will be conducted if there is a reasonable suspicion I have violated this agreement, District policy, administrative regulation or the law. The investigation will be reasonable and related to the suspected violation.
4. The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted in the EIS system.
5. If I am alleged to have violated this agreement, District Policy IJNDB or administrative regulation INJDB-R or the law in my use of the EIS system, I will be provided with notice of the suspected violation and an opportunity to present an explanation of what occurred. If the alleged violation also involves a violation of other provisions of the District's disciplinary code, it will be handled in a manner described in the disciplinary code.
6. The District reserves the right to restrict or revoke my use of the EIS system at any time, if deemed within the District's best interest.

Disclaimer of Liability:

The District makes no warranties of any kind, expressed or implied for the services provided. The District shall not be liable for damages I suffer caused by my inappropriate use of the EIS system, copyright violations, mistakes or negligence. The District shall not be responsible for any costs I incur without the District's prior written permission. The District shall not be responsible for ensuring the accuracy or usability of any information found on the Internet. The District shall not be responsible for any damages I suffer while using its IES system, such as loss of data, malfunctions, delays, non-deliveries, mis-deliveries or service interruptions caused by the service or by my errors or omissions. Use of any information obtained via the information service is at my own risk. Students can be held financially responsible for any harm to the system as a result of intentional misuse.

WILLCOX UNIFIED SCHOOL DISTRICT

Electronic Information Services
User Agreement Signature Page

(Student)

This agreement must be signed before the student may use the Internet. When signed it becomes a legally binding contract.

Student Section:

Student Name: _____ Grade: _____

District: _____ Birth Date: _____

Campus/School: _____ Student ID: _____

I have read the District's user agreement and agree to abide by it. I understand that if I violate the terms and conditions, my account can be terminated and I may face other disciplinary and/or legal consequences.

Student Signature: _____ Date: _____

Parent or Guardian Section (must be signed if student is under 18 years of age):

I have read the District's user agreement and have discussed it with my child. I give the District permission to issue an account for my child and for my child to use the EIS system.

I release the District and its personnel from any and all claims and damages of any nature arising from my child's use of, or inability to use, the EIS system, including but not limited to, claims that may arise from the unauthorized use of the system to purchase products or services.

I have instructed my child regarding any restrictions I wish to impose against accessing materials that are in addition to the restrictions set forth in the District's user agreement. I have emphasized to my child the importance of following the rules for personal safety. I accept full responsibility for supervision if and when my child's use of the EIS system is not in a school setting.

I understand that the information service may occasionally require new registration and account information for my child to continue the service. I will notify the teacher or principal of any changes in his/her account information.

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____

Home Address: _____ Phone: _____