

**NORTHWEST EDUCATIONAL SERVICE DISTRICT 189**

**FORM 6571-F2**

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*Northwest ESD 189  
Staff Network User Agreement Form*

**INTRODUCTION** – Northwest Educational Service District 189 (NWESD 189) staff have access to information through technology systems operated by NWESD 189. This agreement is entered into between the technology systems user (User) of the NWESD 189 technology and the NWESD 189. This agreement is prerequisite to the User’s operation of the NWESD 189 technology system(s) (System) and applies to all information technology available through the NWESD 189, including:

- K-20 Network access to public computer networks such as the Internet;
- NWESD 189 information and communication systems, including Northwest Regional Data Center (NWRDC) and Washington School Information Processing Cooperative (WSIPC).

**SYSTEM LIMITATIONS** - All information contained in the System is placed there for general information purposes and is not to be considered applicable to any specific person, case, or situation. No warranties are provided, or implied, that the System’s function will meet the requirements of the User, or that the System will be error free or free of computer "viruses."

**SYSTEM USE EXPECTATIONS** - Rules and regulations exist for System uses. These rules come from a number of sources, which are compiled in this document and the K-20 Acceptable Use Policy, which is found at [http://www.wa-k20.net/docs/K-20\\_AUP.doc](http://www.wa-k20.net/docs/K-20_AUP.doc), and NWESD 189 Procedure 6571-P-. It is the obligation of the User to learn all of the rules applicable to the System and abide by those rules and regulations, as in existence now and in the future. These rules include (but are not limited to) the prohibition against entry or transmission of unlawful, abusive, obscene, or otherwise objectionable information or material. Abusive material includes (but is not limited to) the placing or transmission of unlawful information in the network; improper access; misappropriation or misuse of information of others; the use of obscene or otherwise objectionable language, in either public or private messages; and/or, the unlicensed use of protected software. Improper access includes (but is not limited to) entry into the System by a non-user who is given access to the System by a User and unauthorized entry into private files.

**SYSTEM SECURITY AND MONITORING** - There is no expectation of privacy with regard to the use of NWESD 189 communication technologies. NWESD 189 Technology Services staff may periodically access and review a random representative sampling of materials stored in any System file. Material that violates the System rules will be removed and forwarded to the NWESD 189 Superintendent for review/action. The User will be notified and may be subject to disciplinary and/or criminal prosecution. **Malicious or unauthorized use of this system is subject to criminal punishment. Use of the System constitutes consent to security monitoring.**

**RIGHT TO REVOKE SYSTEM ACCESS** - The use of the System is a privilege that may be revoked by the NWESD 189 if the User violates the System rules.

**RELEASE OF LIABILITY/HOLD HARMLESS** - As partial consideration for the privilege of System access and use, the User agrees to hereby release, without limitation, NWESD 189, NWESD 189 Board Members, NWESD 189 employees, the K-20 Network, and any other intermediary providers, if any, and operators and any institutions with which they are affected from any and all claims and damages of any nature arising from use, or inability to use, the NWESD 189 System. The user further agrees to abide by the expectations delineated and referenced in this agreement, Procedure 6571-P and to waive all copyright he/she may have on material developed on the System.

**DISAGREEMENTS** - Should any User disagree with any decision made by the System supervisor, the User can make a written request to the Superintendent of NWESD 189 to review and enforce or modify said decision. Determination by the Superintendent shall be final.

**ENTIRE AGREEMENT/HEADINGS/READ AND UNDERSTOOD/SEVERABILITY** - This written document is the entire agreement between the parties. The headings provided herein are solely for the aid of the reader and are not intended to modify the agreement. By signing below, the parties indicate they have read and fully understand this agreement. Should any part of this agreement be determined to be illegal by a court of competent jurisdiction, the remainder of the agreement will remain in effect as though the illegal section was not included.

*I have read, understand, and agree to the terms and conditions previously set forth.*

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date Signed by User

\_\_\_\_\_  
Printed Name of User

\_\_\_\_\_  
Department/Location

**Please keep a copy for your records.**

08/24/11