

LINCOLN INTERMEDIATE UNIT ELECTRONIC RESOURCES USER AGREEMENT

The Lincoln Intermediate Unit (LIU) takes pride in promoting a work environment that values excellence, professionalism and mutual respect – qualities that extend to the use of our communications resources. It is each employee's responsibility to follow these guidelines when using LIU's electronic communications (voice mail, E-mail, and fax). These guidelines are based on LIU Board Policy 815, Computer Ethics, Network Security and Acceptable Use of Computer Networks (the "LIU's Acceptable Use Policy").

PURPOSE: The purpose of this agreement is to prevent use that may be illegal, abusive or might adversely impact the LIU or its resources. This agreement outlines specific ways that the LIU will secure electronic mail (E-mail) and conditions and procedures to be followed by any LIU employee or other authorized user of LIU-provided E-mail. "E-mail" is defined as all technologies used to transfer messages, including E-mail, instant messaging, and peer-to-peer file exchange. This agreement applies to all such message transfer systems.

SCOPE: These policies apply to LIU employees and, as appropriate, LIU contractors and covers E-mail located on LIU personal computers if these systems are under the jurisdiction and/or ownership of LIU. The Division Director or his/her representative will judge the addition of contractors on a case-by-case basis. The policies apply to stand-alone personal computers and dial-up modems, as well as those attached to networks.

SPECIFIC AGREEMENTS:

Company property – Electronic communications systems and all messages generated on or handled by electronic communications systems, including back-up copies, are considered to be the property of LIU, and are not the property of users of the electronic communications services.

Authorized usage – LIU electronic communications systems may only be used for LIU-related business activities. Users are forbidden from using LIU electronic communications systems for charitable endeavors, private business activities, or amusement/entertainment (i.e.: using the address when surfing or shopping online) purposes unless expressly approved by the Executive Director or the appropriate Division Director. Employees are reminded that the use of the organization's resources, including electronic communications, should never create either the appearance or the reality of inappropriate use.

Default privileges – Employee privileges on electronic communications systems will be assigned so that only those capabilities necessary to perform a job are granted. As an employee's job responsibilities change, his/her privileges will also change to reflect his/her new responsibilities.

User separation – LIU's message transfer electronic communications systems must be designed and implemented in ways that provide the ability to separate and identify the activities of different users. For example, electronic mail systems must employ user IDs and associated

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passwords to isolate the communications of different users. But fax machines that do not have separate mailboxes for different recipients need not support such user separation. All LIU staff and authorized contractors must be assigned a unique username and password to access the E-mail system.

User accountability – Regardless of the circumstances, individual passwords must never be shared or revealed to anyone other than the authorized user. To do so exposes the authorized user to responsibility for actions the other party takes with the password. The user bears responsibility for his/her use of E-mail. Passwords need to be changed every 90 days. To prevent unauthorized parties from obtaining access to electronic communications, users must choose passwords that are difficult to guess (not a dictionary word, not a personal detail, and not a reflection of work activities). If users need to share computer resident data (files, directories, etc.), they should utilize E-mail with an attachment, public directories on local area network servers, and other authorized information-sharing mechanisms.

No default protection – Employees are reminded that LIU electronic communications systems are not encrypted by default. If sensitive information must be sent by electronic communications systems, encryption or similar technologies to protect the data must be employed. See the Director of Technology Services if this requirement is needed.

Respecting privacy rights – Except as otherwise specifically provided, employees may not intercept or disclose, or assist in intercepting or disclosing, electronic communications initiated by or intended to be received by others. LIU is committed to respecting the rights of its employees, including their reasonable expectation of privacy. However, LIU also is responsible for servicing and protecting its electronic communications networks. To accomplish this, it is occasionally necessary to intercept or disclose, or assist in intercepting or disclosing, electronic communications. Such interception or disclosure is deemed authorized if conducted by LIU employees as part of assigned responsibilities for servicing or protecting the LIU's electronic communications network.

No guaranteed message privacy – LIU cannot guarantee that electronic communications will be private. Employees should be aware that electronic communications could, depending on the technology, be forwarded, intercepted, printed, and stored by other users. Furthermore, other users will be authorized and able to access electronic communications in accordance with this agreement.

Regular message monitoring – The LIU does not regularly monitor the content of electronic communications. However, the content of electronic communications may be monitored and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Users must understand that there is no expectation of privacy and no right to privacy when using LIU computers. All aspects of computer usage are subject to monitoring and review. Users should structure their electronic communications in recognition of the fact that LIU will from time to time examine the content of electronic communications.

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Statistical data – Lincoln Intermediate Unit collects statistical data about electronic communications. As an example, call-detail-reporting information collected by telephone switching systems indicates the number dialed, the duration of calls, the time of day when calls are placed, etc. Using such information, Technology Services Division (TSD) staff monitors the use of electronic communications to ensure the ongoing availability and reliability of these systems.

Incidental disclosure – It may be necessary for TSD staff to review the content of an individual employee's communications during the course of problem resolution. TSD staff may not review the content of an individual employee's communications out of personal curiosity or at the behest of individuals who have not gone through proper approval channels (program/departmental supervisor, division head, executive director, etc.).

Message forwarding – Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. LIU-sensitive information must not be forwarded to any party outside LIU without the prior approval of your program/departmental supervisor or division director. Forwarding of all messages to parties outside LIU is prohibited unless the prior permission of the employee's division director or department supervisor has been obtained.

Purging electronic messages – Network storage space is limited and is costly to increase. Users will purge any messages no longer needed. After a certain period – generally 90 days – the TSD staff will automatically delete electronic messages. Networked users should archive messages having a legitimate business life greater than 90 days in the designated archive file area of the network. All other users need to make a hard copy of such documents. Note: If the LIU is involved in a litigation action, no electronic messages pertaining to that litigation may be deleted until the LIU Executive Director or his/her designated representative has communicated that it is legal to do so.

Interference – LIU forbids the use of its electronic communications resources for any purpose that could overload these resources with performance of non-LIU related tasks or compromise these resources. The LIU also forbids electronic communications that interfere with the use of these resources by others. Toward this end, LIU resources may not be used to:

1. Perpetuate chain E-mail letters or their equivalents. This includes letters that require the recipient to forward an E-mail to a specified number of addresses in order to achieve some monetary, philosophical, political, superstitious, or other goal. E-mails that are part of a multilevel marketing or pyramid-selling scheme, sometimes known as "Ponzi schemes," are illegal in many places and are specifically forbidden under this agreement.
2. Create and/or send "spam." Spam is defined as any unsolicited electronic communication that is sent to any number of recipients who did not specifically request or express an interest in the material advertised in the communication.

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3. Send or encourage “letter bombs.” Letter bombs are extremely large or numerous email messages that are intended to annoy, interfere with, or deny E-mail use by one or more recipients.
4. Practice an activity designed to deny the availability of electronic communications resource. Also called “denial of service attacks,” these activities deny or limit services through mail bombing, malicious executables such as viruses, threatening a virus, or opening a large number of mail connections to a mail host or Simple Mail Transfer Protocol (SMTP) relay without authorization or permission.
5. Subscribe to list servers and distribution lists. Subscriptions are prohibited unless directly related to your job. When in doubt, seek permission from your program supervisor. Such lists tend to overload and affect the performance of the E-mail system.
6. Perform any of these strictly prohibited activities.
 - The creation and exchange of offensive, harassing, obscene, or threatening messages to the recipient. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, derogatory gender specific comments, or any other comment that offensively addresses someone’s age, sexual orientation, religious or political beliefs, national origin, or disability.
 - Any exchange of privileged, confidential, or sensitive information outside the organization, or outside the defined privileged group.
 - The creation, storage, or exchange of information in violation of copyright laws. Reading or sending messages from another user’s account, except under proper delegate arrangements.
 - Altering or copying a message or attachment belonging to another user without the permission of the originator.

Disclaimer: By signing below, the undersigned User acknowledges that LIU makes no assurances of any kind, whether express or implied, regarding any electronic communications services. User further understands that the use of any information obtained via the Internet or E-mail is at the User’s own risk; that LIU specifically disclaims responsibility for the accuracy or quality of such information; and that LIU is not, will not be, responsible for any damage or loss which User suffers.

Contact point: Questions about this agreement or disclosure of a violation of this agreement shall be directed to the Director of Technology Services.

Consent: By signing below, the undersigned User agrees to comply fully with the LIU’s Acceptable Use Policy. The undersigned User also consents to any requirements of or imposed by the LIU’s Internet Service Provider (“ISP”), including the collection of data regarding the User’s Internet usage, pursuant to the ISP’s usage and privacy policies.

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Disciplinary process: Violation of these policies may subject employees or contractors to disciplinary procedures up to and including termination.

The undersigned acknowledges that he/she has read, understands, and agrees to be bound by the terms of this agreement.

First Name (please print) Middle Initial Last Name

User Signature Date

Supervisor Name