



STATE OF TEXAS §

COUNTY OF DALLAS §

FUNDING SOURCE: _____

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR LANCASTER INDEPENDENT SCHOOL DISTRICT

This Agreement for Independent Contractor Services for Lancaster Independent School District (“Agreement”) is entered on (1) _____ between Lancaster Independent School District, of Dallas County, Texas, (the “District”) and (2) _____ (3), _____ .
(Consultant Name) (Company Name)

Engagement of Independent Contractor. District agrees to engage Independent Contractor on a non-exclusive basis to perform the following services of Independent Contractor: (4) [list service] _____ and other duties as assigned by the Superintendent of Schools. Independent Contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth in this Agreement.

Duties of Independent Contractor. Independent Contractor agrees to perform any and all services generally performed by Independent Contractor in Independent Contractor's usual line of business, including but not limited to the following:

5) [list duties]

- * _____
- _____
- _____

Term. Employment of Independent Contractor will commence on (6) _____ 2023 and the Agreement will remain in full force for a term of up to (7) _____ days. The District may terminate this Agreement, with or without cause, upon **ten (10) calendar days** with written notification to Independent Contractor. In the event of such early termination, the district will make payment only for services already provided by Independent Contractor to the date of written notification of termination of this Agreement.

Compensation. As compensation for services performed under this Agreement, the District agrees to pay Independent Contractor (8) \$ _____ per hour or days for a total of (9) _____ hours/days. The total contract is not to exceed (10) \$ _____. Independent Contractor will be paid within thirty (30) days of receipt of approved invoice by the LISD Accounts Payable Department. The invoice must have a unique, non-repeating number and must reference the associated purchase order number sent to accountspayable@lancasterisd.org

Relationship of the Parties. The parties intend that Independent Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. Independent Contractor will be free to contract for similar services to be performed for other employers while Independent Contractor is under contract with the District. Independent Contractor is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District may provide for its employees. The District and Independent Contractor agree that Independent Contractor, Independent Contractor’s subcontractors, agents, and employees are not covered under any District insurance policy, including but not limited to the District’s liability, property and casualty, or workers’ insurance policies.

Liability. Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property, and for the safety of and prevention of injury to person including District employees and students, Independent Contractor employees, and third persons, on District property. All work must be performed entirely at Independent Contractor's risk. Independent Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to the District.

INDEMNITY. THE DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT THE DISTRICT FROM THE CONSEQUENCES OF DISTRICT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF AND IN THE NAME OF THE DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.

Documents. Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have immediate access to such books, records, or other documents for purposes of making audits, examinations, and transcripts, upon request.

No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Terms to be Exclusive. The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

Waiver or Modification Ineffective Unless in Writing. A waiver, alteration or modification of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

Notice. Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Governing Law. This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

COVID-19. In order to ensure the safety of the consultant and District staff and students, when and where available communication should be through video-chat, phone, and email. Face-to Face visits will be allowed upon necessity or consent by both parties.

SIGNATURES

The parties have made and executed this Agreement on the dates stated below.

INDEPENDENT CONTRACTOR

By: _____ Date: _____

Printed Name: _____

Title: _____

FOR INTERNAL PURPOSES ONLY:

Signatures 1: Principal By: _____ Date: _____

Printed Name: _____

Signature 2: Department Chief/ Director By: _____ Date: _____

Printed Name/Title: _____

Signature 3: Deputy Superintendent By: _____ Date: _____

Printed Name: _____

**Signature 4: Human Resources Department
For Screening Purposes Only** By: _____ Date: _____

Printed Name: _____

Signature 5: Purchasing Department By: _____ Date: _____

Printed Name: _____

Signature 6: Chief Financial Officer By: _____ Date: _____

Printed Name: _____

Signature 7: Superintendent of Schools By: _____ Date: _____

Printed Name: _____

LANCASTER

INDEPENDENT SCHOOL DISTRICT



Confidential

The _____ Independent School District is required by Texas Education Code Chapter 22, Subchapter C to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

Please print.

Name _____
Last First Middle

Social Security Number _____ Date of birth _____

Driver's License _____ Phone Number _____
State and Number

Mailing Address _____
Street City State Zip

Sex: Male Female

Ethnicity: Black White/Other

I understand that the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment but will be used *solely* for the purpose of obtaining criminal history record information.*

Signature

Date

*This form will be removed from the application and filed separately in the HR office.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p style="margin-left: 20px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p style="margin-left: 20px;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small; text-align: right;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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Employee Agreement for Acceptable Use of the District's Technology Resources

You are being given access to the District-provided technology resources listed below. It is important that you read the applicable District policies, administrative regulations, and this agreement form. [See policies CQ and DH, and provisions on use of electronic media in the employee handbook.]

Employees should contact the Technology at 972-218-1645 if you have questions or need help understanding this material.

The following guidelines apply to all District networks, e-mail accounts, devices connected to the District's networks, and all District-owned devices used on or off school property, whether connected to the District's network or connected through a non-district network such as home internet or personal data plans or any other means of access.

Additionally, the District prohibits harassment through electronic means regardless of the device used, the network used, or the location of use. [See District policies DH, DIA, and FFH]

Inappropriate use of the District's technology resources may result in suspension of access or revocation of the privilege of using these resources, as well as other disciplinary or legal action, in accordance with applicable District policies, administrative regulations, and laws.

You are being given access to the following technology resources:

- A District e-mail account;
- A District e-mail account, including access to cloud-based (online) document storage and collaboration space;
- District computer hardware, software, and printers on your school campus;
- District networks, including document storage space;
- Access to District-owned technology resources for use at home; and
- District-filtered Internet access.

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 control access to all content. It will be your responsibility to follow the rules for appropriate use and report inappropriate internet sites to the Technology Department.

If you are being issued a District-owned technology device that can be used off campus, you will be given additional materials addressing the proper use, care, and return of these devices.



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Rules for Responsible Use

- You will be assigned an individual account for access to approved District technology resources, and you are responsible for not sharing your password or other account information with others.
- District technology resources are primarily for instructional and educational purposes. Limited personal use is allowed only if the rules in this agreement are followed and the use does not interfere with your assigned duties.
- You must comply with the Public Information Act, the Family Educational Rights and Privacy Act (FERPA), and any other applicable law or policy regarding records retention and confidentiality of student and District records.
- You must maintain the confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
- Please remember that all communications sent through District e-mail accounts may be perceived as communications on behalf of the District. Consequently, all e-mails sent from District e-mail accounts are subject to the District's acceptable use policy, and an employee who violates the policy may be disciplined accordingly.
- When communicating through e-mail or other electronic means, you must use appropriate language and etiquette as you would when communicating face to face. Always be respectful.
- Only authorized District staff may communicate with District students through electronic means, including social media, e-mail, and text messaging. If you are unsure whether or not you are authorized to communicate with a student through electronic means, ask your supervisor. [See DH]
- Before use on a District device or for a District purpose, digital subscriptions, online learning resources, online applications, or any other program must be approved by Technology or principal. District staff should not accept terms and conditions or sign user agreements on behalf of the District without preapproval.
- Copies of potentially sensitive or confidential District records should not be sent, viewed, or stored using an online application not approved by the District.
- You must immediately report any suspicious behavior or other misuse of technology to your supervisor or other campus administrator.
- 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.



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Inappropriate Use

The following are examples of inappropriate use of technology resources:

- Using the resources for any illegal purpose, including threatening school safety;
- Accessing the resources to knowingly alter, damage, or delete District property or information, or to breach any other electronic equipment, network, or electronic communications system in violation of the law or District policy;
- Damaging electronic communications systems or electronic equipment, including knowingly or intentionally introducing a virus to a device or network, or not taking proper security steps to prevent a device or network from becoming vulnerable;
- Disabling or attempting to disable or bypass any Internet filtering device;
- Encrypting communications to avoid security review;
- Using someone's account without permission;
- Pretending to be someone else when posting, transmitting, or receiving messages;
- Attempting to read, delete, copy, modify, or interfere with another user's posting, transmission, or receipt of electronic media;
- Using resources to engage in conduct that harasses others;
- Sending, posting, or possessing materials that are abusive, obscene, pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including material that constitutes prohibited harassment and "sexting;"
- Using inappropriate language such as cursing, vulgarity, ethnic or racial slurs, and any other inflammatory language;
- Posting or transmitting pictures of students without obtaining prior permission from all individuals depicted or from parents of depicted students who are under the age of 18;
- Violating others' intellectual property rights, including downloading or using copyrighted information without permission from the copyright holder;
- Wasting school resources through improper use of the District's technology resources, including sending spam; and
- Gaining unauthorized access to restricted information or resources.



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Consequences for Inappropriate Use

The following are possible consequences of inappropriate use of technology resources:

- Suspension of access to the District's technology resources;
- Revocation of the account; or
- Other disciplinary or legal action in accordance with the District's policies and applicable laws.

Reporting Violations

- You must immediately report to Technology any known violation of the District's applicable policies, cybersecurity plan, Internet safety plan, or acceptable use guidelines.
- You must report to Technology requests for personally identifiable information, as well as any content or communication that is abusive, obscene, pornographic, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

Return of Technology Resources and Records

- Upon leaving employment, or upon request from the Superintendent, you must return any District-owned equipment or resources in your possession. Failure to do so may result in the replacement cost of the equipment being deducted from your final earnings.
- You must also return any records, written or electronic, to the District for records retention if you have reason to believe you are retaining the sole copy of a record subject to records retention requirements. You must destroy (delete or shred) any other confidential records remaining in your possession.



Lancaster ISD Cybersecurity Policy

This cybersecurity policy is for Lancaster ISD (LISD) employees, students, vendors, and partners. The purpose of this policy is to protect sensitive data, student records, direct/indirect identifiers, and technology infrastructure. This policy applies to all Lancaster ISD's employees, vendors, partners, and students who have access to District systems hardware and software.

The Lancaster ISD technology department is obligated to conserve and protect District resources for the benefit of the public interest rather than their private interests; however, the responsibility and accountability for the appropriate use of the District resources ultimately rests with the individual who uses the resource or who authorizes such use. The intention of the following policies is to preserve and enhance the integrity of those resources. Noncompliance with this agreement will result in disciplinary action consistent with District Policies and Regulations and/or, if appropriate, termination of contracts and services with the District. Violations of the law may result in criminal prosecution and/or disciplinary action by the District.

Definitions

Lancaster ISD resources include electronic and communications equipment, software, and systems, including but not limited to computers, laptops, iPads, computer networks, software, copiers, scanners, printers, connected classroom equipment, other computer peripherals, cellular phones, applications such as the internet, email, office systems under the individual's control or to which they have access.

Cyber-attack means an attempt to damage, disrupt, or gain unauthorized access to a computer, computer network, or computer system.

Cybersecurity means the measures taken to protect a computer, computer network, or computer system against unauthorized use or access.

Compliance with Children's Internet Protection Act (CIPA)

Lancaster ISD does not condone inappropriate behavior while online, including cyberbullying, and will take appropriate disciplinary actions in response to that behavior.



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Availability of Access

Access to Lancaster ISD Resources, including the internet, shall be made available to users primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited personal use of the network shall be permitted if the use imposes no tangible cost to the District, does not unduly burden the District's computer or network resources and has no adverse effect on an employee's job performance or on a student's academic performance. Users will communicate via e-mail on District equipment through their assigned "staff"@lancasterisd.org / "student"@lancasterisd.org email account only. All guest access will be obtained via the District's GUEST network which includes an acceptable use agreement.

Monitoring and Use

The District reserves the right to monitor the activities of all individuals using District resources, to include but not limited to, computers, e-mail, internet, and any other electronic equipment connected by any means to the District's network. Cellular phones, when connected to the District's network are also subject to monitoring. Users shall have no expectation of privacy when using District resources. Items to be posted on the District network, including but not limited to web sites, will be screened prior to posting.

Disclaimer of Liability

Lancaster ISD shall not be liable for the users' inappropriate use of the District's resources, violations of copyright restrictions, users' mistakes or negligence or costs incurred by users. Lancaster ISD shall not be responsible for ensuring the accuracy of usability of any information found on the Internet. Additionally, Lancaster ISD shall not be liable for users encountering objectionable material whether accidentally or purposefully.

Copyright

Users of District resources are required to comply with all copyright laws. Copyrighted software, data or other file types may not be placed on any system connected to the District's network without permission from the holder of the copyright and Technology.



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Network Security

Lancaster ISD's network security measures are to protect against cyber-attack. The users of District resources will not physically connect or attach any unauthorized hardware or equipment to the network. This prohibition includes but is not limited to laptops, cell phones, portable hard drives, any removable media or other computers designated for "stand alone" operations. However, personal data devices such as listed above may connect wirelessly to the LISD GUEST network. Texas Penal Code section 33.02, Breach of Computer Security, allows for prosecution up to first degree felony for a person who "...knowingly accesses a computer, computer network, or computer system without the effective consent of the owner."

Technology department designees will ensure the maintenance of a content filter, firewall, security settings within the network, password provisions, software and hardware updates, adherence to SFTP protocols, antivirus software, and the education of the end user on practices for cybersecurity safety.

Network Access

Users are responsible for the security of electronically stored information (data) to which the user's account has been given permission to use. All users given permission to access data must act in a manner to protect said data from loss, unauthorized alteration or unauthorized use. Unauthorized use of a District computer account is prohibited.

Computer accounts are assigned to individuals for their exclusive use. Users are responsible for all activities conducted with the account assigned to them. Level of access to the network is determined at the time the account is established according to the status of the user (e.g. student, teacher, or administrator) and requirements to access specific data. Request for changes in access level may be made through Technology.

Data will not be copied or transmitted without the same access restrictions as those placed on the original data. Users are responsible for data accessed, transmitted, copied, deleted or changed using their account.

Network Etiquette

You are expected to abide by the generally accepted rules of network etiquette. This includes (but is not limited to) the following:

- a. General school rules for adequate behavior apply just as they do in classrooms and hallways. Be polite. Do not send jokes or other comments that may be discriminatory, harassing, or offensive to others, or material that defames an individual, company or business or disclose personal information without authorization.



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- b. Criminal speech, dangerous information, and other illegal activities are strictly forbidden. School harassment regulation apply to electronic communications. Additionally, Texas Penal Code makes many of these actions criminal in nature.
- c. Do not reveal your name, personal address or phone number or those of your colleagues.
- d. Note that Internet and e-mail usage is not guaranteed to be private. The District will have access to all mail as well as sites visited. Messages relating to or in support of illegal activities may be reported to the authorities.
- e. Do not use the network in such a way that you would disrupt the use of the network by other users.
- f. All communication and information accessible via the network are subject to copyright and other laws.
- g. Do not attempt to bypass the internet filter to obtain inappropriate information or for any other reason.

User responsibilities

1. User accounts belong to the person to whom it is issued and ONLY that person is authorized to use it. Users do not have the right to allow another person to use their account. Users are responsible for all actions taken by their account at all times.
2. Gaming and other bandwidth intensive uses, such as Internet music or video are not allowed. In order to ensure smooth system operations, the system administrator has the authority to monitor all accounts.
3. District resources, especially computers, monitors and printers, are assigned to a specific location and are not to be moved without the express permission of Technology.
4. The District reserves the right to block access to certain Internet Sites. Access is blocked at multiple locations. Attempts to circumvent these restrictions via proxy sites or other methods can result in loss of the individual's account. If damage is incurred while bypassing or attempting to bypass District restrictions, criminal charges may be filed.
5. Users are legally and ethically responsible for protecting and preserving the District's proprietary rights. This means that no messages disclosing sensitive, confidential, restricted, non-public or other proprietary information may be transmitted over the online system.



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6. Users should use District resources in a businesslike, courteous and civil manner. All Lancaster ISD policies, including policies prohibiting discrimination and sexual harassment shall apply to use of District resources. District resources shall not be used for the expression of unlawful or discriminatory ill will or bias against individuals or groups, or offensive material such as obscenity, vulgarity, or profanity. Additionally, District resources will not be used for political purposes, to include e-mailing political representatives.

7. Users should exercise due care to ensure that spyware, viruses, Trojan Horses and other malware are not introduced to the network. At the first indication that malware is present, the user should stop using the computer and contact the Technology Department immediately. Users will not resume using that equipment until expressly given permission to do so by the Technology Department.

8. The District reserves the right to withdraw account privileges at any time for any reason. Additionally, accounts will be disabled upon the user's disassociation with Lancaster ISD.

9. Use of instant messaging technology is prohibited unless permission is granted by Technology based on necessity to accomplish Lancaster ISD's educational mission.

Users who violate these standards may be subject to disciplinary action in accordance with District policy and/or legal requirements.

Cyber-attacks and vandalism

Cyber-attacks are prohibited. Additionally, deliberate attempts to physically damage, compromise, degrade or disrupt system performance shall be viewed as violations of District policies and administrative regulations and, possibly, as criminal activity under applicable state and federal laws. This includes, but is not limited to, the uploading or creating of computer viruses.

Forgery Prohibited

Forgery or attempted forgery of electronic mail messages is prohibited. Attempts to read, delete, copy, or modify the electronic mail of another network user or deliberate interference with the ability of other network users to send/receive electronic mail is prohibited.

Warning

Network users and parents of students with access to District resources should be aware that use of the network may provide access to other electronic communication systems in the global electronic network that may contain inaccurate or objectionable material.



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Disclaimer

Lancaster ISD resources are provided on an “as is, as available” basis. The District does not make any warranties, expressed or implied, with respect to any services provided by the network and any information or software contained therein. The District does not warrant that the functions or services performed by, or the information or software contained on, the system will meet the system user’s requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected.

Opinions, advice, services and all other information expressed by network users, information providers, service providers, or other third party individuals in the network are those of the providers and not the District.

The District will provide notice to the parties involved or affected by any cybersecurity incident involving personal information.

The District is not responsible for cyber-attacks or cybersecurity breaches that involve third party vendors.

Lancaster ISD will cooperate fully with local, state or federal officials in any investigation concerning or relating to any cybersecurity attack or other cybersecurity incident against the cybersecurity infrastructure of the District.



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**Lancaster ISD Employee Agreement for Acceptable Use
of the District’s Technology Resources**

I understand that my use of the District’s technology resources is not private and that the District may monitor my activity. I understand all use will be in accordance with applicable District policies, administrative regulations, and this agreement form. I understand that upon leaving employment, or upon the request of the Superintendent, I will return any District-owned equipment in my possession. Failure to do so may result in the replacement cost of the equipment being deducted from my final earnings. [See policies CQ and DH and provisions on use of electronic media in the employee handbook].

I have read the District’s technology resources policy, associated administrative regulations, and this user agreement and agree to abide by their provisions. In consideration for the privilege of using the District’s technology resources, I hereby release the District, its operators, and any institutions with which it is affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, these resources, including, without limitation, the type of damages identified in the District’s policy and administrative regulations.

I understand that this user agreement must be renewed each school year.

Employee’s Name (please print): _____

Employee’s signature: _____

Date: _____

Department/Campus: _____

Device Type Assigned _____

Device Asset Tag _____

Device Serial Number _____