

## NETWORK AND INTERNET ACCESS AGREEMENT FOR STUDENTS

### **AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as Student, and the \_\_\_\_\_, hereinafter referred to as District. The purpose of this agreement is to provide Network (Electronic Mail and Electronic Bulletin Board) and Internet access, hereinafter referred to as Network, for educational purposes to the student. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that students will comply with all Network and Internet acceptable use policies approved by the District.

In exchange for the use of the Network resources either at school or away from school, I understand and agree to the following:

- A. The use of the Network is a privilege which may be revoked by the District at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the student for other disciplinary actions.
- B. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District, at its sole discretion, believe may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Students will not use their District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials.
- C. All information services and features contained on District or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e. advertisements, political lobbying), in any form, is expressly forbidden.
- D. The District and/or Network resources are intended for the exclusive use by their registered users. The Student is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a Student's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges.
- E. Any misuse of the account will result in suspension of the account privileges and/or other disciplinary action determined by the District. Misuse shall include, but not be limited to:
  - (1) intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users
  - (2) misrepresenting other users on the Network
  - (3) disrupting the operation of the Network through abuse of the hardware or software
  - (4) malicious use of the Network through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks.
  - (5) interfering with others use of the Network
  - (6) extensive use for noncurriculum-related communication
  - (7) illegal installation of copyrighted software
  - (8) unauthorized down-sizing, copying, or use of licensed or copyrighted software
  - (9) allowing anyone to use an account other than the account holder

- F. The use of District and/or Network resources are for the purpose of (in order of priority):
  - (1) Support of the academic program
  - (2) Telecommunications
  - (3) General Information
  - (4) Recreational
- G. The District and/or Network does not warrant that the functions of the system will meet any specific requirements the user may have, or that it will be error free or uninterrupted; nor shall it be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
- H. The Student will diligently delete old mail messages on a daily basis from the personal mail directory to avoid excessive use of the electronic mail disk space.
- I. The District and/or Network will periodically make determinations on whether specific uses of the Network are consistent with the acceptable-use practice. The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users.
- J. The Student may transfer files from information services and electronic bulletin board services. For each file received through a file transfer, the Student agrees to check the file with \_\_\_\_\_ a virus-detection program before opening the file for use. Should the Student transfer a file, shareware, or software which infects the Network with a virus and causes damage, the student will be liable for any and all repair costs to make the Network once again fully operational and may be subject to other disciplinary measures as determined by the District.
- K. The Student may not transfer file, shareware, or software from information services and electronic bulletin boards without the permission of the \_\_\_\_\_ (District Network Director). The Student will be liable to pay the cost or fee of any file, shareware, or software transferred, whether intentional or accidental, without such permission.
- L. The Student may only log on and use the Network under the immediate supervision of a staff member and only with his/her authorized account number.
- M. The District reserves the right to log computer use and to monitor files server space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity.
- N. The student is responsible for the proper use of the equipment and will be held accountable for any damage to or replacement of equipment caused by abusive use.

In consideration for the privileges of using the District and/or Network resources, and in consideration for having access to the information contained on the Network, or by the Network, I hereby release the District, Network and their operators and administration from any and all claims of any nature arising from my use, or inability to use the District and/or Network resources.

***To the extent that proprietary rights in a work product would vest in the student upon creation, I agree to assign those rights to the District.***

I agree to abide by such rules and regulations of system usage as may be further added from time-to-time by the District and/or Network. These rules will be available in hardcopy form in the Principal's office.

(Sign and return to the District Network/Internet Director.)

---

Signature of Student

Date

As the student's parent or legal guardian, I agree to this agreement and will indemnify the District for any fees, expenses, or damages incurred as a result of my child's use or misuse of the Network or equipment.

Signature of Parent \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**For Office Use Only**

User name (assigned by the system): \_\_\_\_\_

Type of Access (check all that apply):

Local Account

Internet Account

Account

Date Local Account Approved \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Revoked \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date Internet Account Approved                    /                    /

Revoked / /

Date \_\_\_\_\_ Account Approved \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Revoked \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_