

ACCEPTABLE USE POLICY (AUP)
Network and Internet Access Agreement for Students

Student and Parent Agreement

This agreement is entered into this _____ day of _____, 20__ between _____, hereinafter referred to as Student, and the Kent City School District, hereinafter referred to as District. The purpose of this agreement is to provide district Network (i.e., 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 (a) assist in the collaboration and exchange of information, (b) facilitate personal growth in the use of technology, and (c) 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 (AUP) and guidelines approved by the District. To access e-mail and/or the Internet at school, students under the age of eighteen (18) must obtain parent permission and must sign and return this form. Students eighteen (18) and over may sign their own forms.

Use of the Internet is a privilege, not a right. Generally, the Board's Internet connection is provided primarily for educational purposes. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, pornographic or harmful to minors. The Board also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and/or services on the Internet which the Board of Education has not authorized for educational purposes and/or which they and or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parents/guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Student's accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board has the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

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. Reasons for revoking privileges include, but are not limited to, the altering of system software, the placing of unauthorized information, the utilization of any unauthorized software, 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, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Students will not use District-approved network access, to obtain, view, download, or otherwise gain access to such materials.
- C. All information services and features contained on 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, etc.) in any form, is expressly forbidden.
- D. Network resources are intended for the exclusive use by all elementary students and secondary-student account holders in grades 6 through 12. The Secondary Student is responsible for the use of an account/password (i.e., students in grades 6 through 12 only) 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 district 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 or indicated in the Student Conduct Code; and/or possible prosecution under state and federal laws. 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) representing oneself as someone else to 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,
 - 10) downloading large files during prime time, sending mass e-mail messages, browsing with no educational purpose, subscribing to new groups or listservs, sending chain letters, etc.,
 - 11) violation of rules of other networks or computing resources accessed through the Network.
- F. The use of Network resources is for the purpose of (in order of priority):
- 1) Support of the academic program,
 - 2) Telecommunications,
 - 3) General Information,
 - 4) Recreational use approved by supervising staff member.
- G. The District 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 Secondary Student will diligently delete old files and mail messages on a regular basis from the personal directory to avoid excessive use of the electronic disk space.
- I. The District will periodically make determinations on whether specific uses of the Network are consistent with the Acceptable Use Policy (AUP). The District reserves the right to log Internet use and to monitor electronic space utilization by users.
- J. With permission of a staff member whose account is being used, 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 staff member whose Internet account is being used. 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 supervision of a staff member and only with his/her authorized account (i.e., Secondary Students only).
- M. The District reserves the right to monitor and log computer and network use and to monitor files server space utilization by users. The District reserves the right to remove a user account on the Network and prevent further unauthorized activity.
- N. Transmission or receipt of material in violation of any state or federal law is prohibited, including, but not limited to copyrighted material, threatening or obscene material, or materials protected by trade secret.
- O. Any vandalism will result in cancellation of privileges and/or criminal prosecution. This includes, but is not limited to contamination, deletion, or reconfiguration of data or degradation of system performance in any way.
- P. Electronic mail (i.e., e-mail) is not guaranteed to be private; the District may monitor any or all e-mail activity.

Q. Personal data files must not be stored on the network.

PLEASE DETACH THIS PAGE AND RETURN THE FORM BELOW TO YOUR ENGLISH TEACHER TO BE FORWARDED TO THE BUILDING PRINCIPAL, MR. SIDOTI, AND MEDIA SPECIALIST, MRS. WARD.

In consideration for the privileges of using the 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 of Network resources.

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. No modifications to the above rules may be made.

Student _____ User's _____ Full _____ Name _____ (please _____ print):

School: _____

Grade: _____

Parent/Guardian's Name: _____

Parent/Guardian:

As the parent/guardian of this student, I have read the Student Network and Internet Acceptable Use Policy (AUP) and Guidelines, and have discussed them with my child. I understand that student access to the Internet is designed for educational purposes and that the Board has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minor. However, I recognize that it is impossible for the Board to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the Board (or any of its employees, administrators or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child guidance concerning his/her acceptable use of the Internet – i.e., setting and conveying standards for my daughter/son to follow when selecting, sharing and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in my child upon creation, I agree to assign those rights to the Board.

I give permission for my child to use and access the Internet at school and/or for the Board to issue an Internet/e-mail account for my secondary student.

Parent/Guardian's Signature: [SIGN HERE] _____ Date: _____

Student:

I have read and agree to abide by the Student Network and Internet Acceptable Use Policy (AUP) and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy and guidelines is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Student's Signature: [SIGN HERE] _____ Date: _____

Teachers and building principals are responsible for determining what is unauthorized or inappropriate use. The principal may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Student Network and Internet Acceptable Use Policy and related Guidelines, and take such other disciplinary action as is appropriate pursuant to the Student Code of Conduct.

(PLEASE DETACH THIS PAGE AND RETURN THE FORM BELOW TO YOUR BUILDING PRINCIPAL.)

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Adoption Date: December 18, 2001

Revised: 01-11-06