

NETWORK AND INTERNET ACCESS AGREEMENT FOR STUDENTS

AGREEMENT

This Agreement is entered into this ___ day of, _____ 20__ between _____, (hereinafter referred to as "Student"), and the Lapeer County Intermediate School District (hereinafter referred to as "District.") The purpose of this Agreement is to provide 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 (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 Agreement is to insure that Students will comply with all acceptable use policies pertaining to Network usage adopted 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. **REVOCAION OF PRIVILEGES.** 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, and/or the placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages.
- B. **DISTRICT RIGHTS.** The District reserves the right to:
- (1) Remove files
 - (2) Limit and/or deny access to the Network
 - (3) Access any material stored in files which are maintained on the Network
 - (4) Remove any material which the District, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The Student agrees s/he will not use his/her District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials.
 - (5) Monitor and log Internet use and electronic mail.
 - (6) Periodically make determinations on whether specific uses of the Network are consistent with the acceptable-use policies and practices.
 - (7) Monitor and log computer use and fileserver space utilization by users.
 - (8) Remove a user account on the Network in order to prevent further unauthorized activity.
- C. **PRIVATE USE.** All information services and features contained on Network resources are intended for the private use of its registered users. Any use of these resources for commercial-for-profit or other unauthorized purposes (e.g., advertisements, political lobbying), in any form, is expressly forbidden. In addition, providing personal web services via the Network is not permitted absent prior written authorization from the appropriate Administrator.
- D. **EXCLUSIVITY.** The 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 that arise from the use of a Student account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is not permitted and may be grounds for loss of access privileges. In addition, the Student agrees to reimburse the District for any damages that result, either directly or indirectly, from use by an unauthorized user.

E. **MISUSE.** Any misuse of the account will result in suspension of the account privileges. In addition, disciplinary action may be imposed for inappropriate usage of an account. Misuse shall include, but is not 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 non-curriculum related communications
- (7) Illegal installation of copyrighted software
- (8) Unauthorized downloading, copying, or use of licensed or copyrighted software
- (9) Allowing anyone to use an account other than the account holder
- (10) Attaching hardware of any type, internal or external

F. **ACCEPTABLE USAGE.** The Network resources are for the purpose of (in order of priority):

- (1) Support of academic programs
- (2) Educational related telecommunications
- (3) General information

G. **WARRANTIES.** The District does not warrant that the functions of the system will meet any specific requirements that 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. **STUDENT RESPONSIBILITIES.** The Student agrees to:

- (1) Diligently delete old mail messages from the personal mail directory in order to avoid excessive use of the electronic mail disk space.
- (2) Use a PC with anti-virus software installed.

I. **RESTRICTIONS.** The Student may not upload, download, set-up, install, remove, un-install, modify, file share, or copy any music, videos, data, or applications from any source, internal or external, without the permission of the appropriate Administrator. 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. In addition, 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.

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, the Network 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, I agree to assign these rights to the District.

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

I hereby acknowledge that I have reviewed and understand the terms and conditions of this Agreement and agree to indemnify the District for any fees, expenses, damages incurred as a result of my use or misuse of the Network or equipment. (Applicable only if student is 18 years of age or older at time of signing and is considered legally competent.)

(Sign and return to District Network/Internet Director)

_____ Date: _____
Signature of Student

As the Student's parent or legal guardian, I hereby acknowledge that I have reviewed and understand the terms and conditions of this Agreement and agree to indemnify the District for any fees, expenses, damages incurred as a result of my child's use or misuse of the Network or equipment.

_____ Date: _____
Signature of Parent/Guardian