All use of electronic network use must be consistent with the school’s goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These rules do not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow these rules will result in the loss of privileges, disciplinary action, and/or appropriate legal action.**

**Acceptable Use** - Access to the electronic network must be: (a) for the purpose of education or research, and be consistent with the District’s educational objectives, or (b) for legitimate business use.

**Privileges** - The use of the electronic network is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

**Unacceptable Use** - The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;

b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;

c. Downloading of copyrighted material for other than personal use;

d. Using the network for private financial or commercial gain;

e. Wastefully using resources, such as file space;

f. Hacking or gaining unauthorized access to files, resources, or entities;

g. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;

h. Using another user’s account or password;

i. Posting material authored or created by another without his/her consent;

j. Posting anonymous messages;

k. Using the network for commercial or private advertising;

l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and

m. Using the network while access privileges are suspended or revoked.

**No Warranties** - The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user’s errors or omissions. Use of any information obtained via the Internet is at the

user’s own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

**Indemnification** - The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

**Security** - Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual’s account without written permission from that individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

**Vandalism** - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

**Telephone Charges** - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

**Copyright Web Publishing Rules** - Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission. a. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source. b. Students engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of “public domain” documents must be provided. c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.

**Use of Email -** The District’s email system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides email to aid students as an education tool.

a. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account’s user. Unauthorized access by any student to an email account is strictly prohibited.

b. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.

c. Electronic messages transmitted via the School District’s Internet gateway carry with them an identification of the user’s Internet *domain*. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.

d. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message’s authenticity and the nature of the file so transmitted.

e. Use of the School District’s email system constitutes consent to these regulations.

Student’s Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Grade \_\_\_\_\_\_\_\_\_

I understand and will abide by the District Network/Internet Acceptable Use Policy. I further understand that if I violate any of its provisions, my access to and/or use of the computer network and other technologies may be terminated, and I may face other school disciplinary measures as well as appropriate legal action.

STUDENT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_



PARENT OR GUARDIAN SECTION

I have read the District Network/Internet Acceptable Use Policy. I hereby release the district, its personnel, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from my child’s use of or inability to use the District system. This includes, but is not limited to, claims that may arise from the unauthorized use of the system to purchase products or services.

I will instruct my child regarding the restrictions set forth by the Merrill Community School District Network/Internet Acceptable Use Policy. I understand that his/her access may be terminated in the event of any violation of this policy, and I will emphasize to my child the importance of following the guidelines.

I give permission to issue access to my child and certify that the information contained in this form is correct.

PARENT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOME ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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