

ROCHESTER COMMUNITY SCHOOLS
501 West University Drive, Rochester, Michigan 48307

ACCEPTABLE TECHNOLOGY USE AGREEMENT

1. Purpose

Rochester Community Schools (the "District") recognizes that advancements in technology affect the manner in which information may be accessed, communicated and transferred by members of society and provides a vast and diverse array of educational resources. Therefore, the District is providing Technology Resources to its students and employees, including access to the Internet, for the limited purpose of enhancing the education of its students.

Use of the District's Technology Resources, including access to the Internet, is a privilege, not a right. This agreement shall apply to all students, teachers, administrators and users of the Technology Resources who have access privileges through association with the District. Use of the Technology Resources requires responsibility. Termination of this privilege, as well as other disciplinary or legal action, may result if this agreement is violated or if other improper use is discovered.

It is the sole intent of the District that the Technology Resources will be used in compliance with the District's curriculum, the students' career development and appropriate self-discovery. The District has not established Technology Resources as a public forum, either full or limited.

2. Definitions

Technology Resources- Includes, but is not limited to, the Internet, electronic mail ("e-mail"), Computer Systems (as defined below), cameras, televisions, video cassette recorders, laserdiscs, telephones and all voice, video and data systems.

Computer System and/or System- Includes, but is not limited to, computer hardware, disk drives, printers, scanners, software applications, the network and any and all other associated equipment.

3. System Security

System security shall be protected through the use of passwords. Each user is responsible for maintaining the privacy of his/her password to avoid unauthorized access and/or inappropriate use. Passwords will be assigned only after the appropriate Use Agreement has been executed and submitted to the building Media Specialist and/or building Administrator. To protect the integrity of the System, the following guidelines shall be followed:

1. Users shall not reveal their passwords to another individual.
2. Users are not to use a computer that has been logged in under another user's name.
3. Users shall immediately notify the District if a security problem is suspected or identified.

4. Appropriate Use of Technology Resources

The District's Technology Resources shall only be used to access information related to the District's curriculum. The District's curriculum shall include, by way of demonstration and not limitation, a student's course work, a teacher's instructional program, and an administrator's duties.

5. Prohibited Activities and Inappropriate Use of Technology Resources

Students, employees, administrators and all other users of the District's Technology Resources are required to use the Technology Resources in an ethical and responsible manner.

Students are prohibited from engaging in the following activities:

1. Revealing personal information, such as name, address, telephone number, social security number, driver's license number, credit card numbers, pictures, etc. over the Internet or e-mail.
2. Agreeing to meet with someone that he/she has met on the Internet or through e-mail without his/her parent's prior written approval and participation.

All individuals using the District's Technology Resources are prohibited from engaging in the following activities:

1. Retrieving, viewing, obtaining, copying, or sending obscene, pornographic, abusive, threatening, criminal, or otherwise harmful materials. This shall include disturbing, threatening or harassing other users and persons on other computer systems by sending unwanted e-mail or by other means.
2. Retrieving, viewing, obtaining, or sending discriminatory or harassing materials. This does not apply to materials gathered which relate to the District's

curriculum.

3. Playing games, visiting chat rooms or otherwise using the Technology Resources for non-academic activities.
4. Taking of supplies such as paper, printer ribbons, toner, and writeable media that are provided by the District.
5. Use of the Technology Resources for fraudulent or unauthorized copying, communication or modifications of materials in violation of copyright laws.
6. Invading the privacy of another user, including attempts to gain unauthorized access by using the password or account of another individual, forging e-mail messages or otherwise impersonating another user. This shall also include copying, changing, reading, or using files in another user's area without that user's permission.
7. Giving, lending, copying or selling copies of software on the District's Computer System unless authorized by the District.
8. Attempting to gain or actually gaining unauthorized access to the District's Computer System, programs or equipment.
9. Downloading or uploading information onto the hard drive of a District computer. This shall also include installation of software not approved by the District.
10. Using the Technology Resources for commercial or for-profit purposes.
11. Using the Technology Resources for personal or private business, product advertisement, fundraising, campaigning, or political lobbying.
12. Removal, destruction, deletion, modification, alteration, abuse or damage to/of the District's Computer System, its hardware or software, regardless of whether the District owns or leases the hardware or software. Tampering with the District's Computer System and/or software applications will be considered vandalism, destruction, and defacement of school property whether the District owns or leases the property. Tampering with includes removing, damaging, deleting, modifying or altering computer hardware or software applications.
13. Infiltration, or "hacking," into any computer system or file, including the District's Computer System.
14. Attempting to access or actually accessing materials or files that the individual knows or reasonably believes may negatively affect the integrity of the District's Technology Resources and/or Computer System.
15. Sending obscene, profane, lewd, vulgar, or inflammatory language or messages.

16. Uploading, downloading, creating or intentionally spreading computer viruses.

6. Consequences for Illegal and/or Inappropriate Use

The use of the District's Technology Resources for illegal or inappropriate use or in support of such activity is strictly prohibited. Illegal activity is defined as any activity that violates federal, state, or local law and regulations. Inappropriate activity is defined as any activity that violates this agreement or the intended use of the Technology Resources. Violation of this agreement by any individual may result in temporary or permanent suspension of Internet and/or e-mail privileges, as well as further disciplinary measures, as provided for by the Code of Responsible Behavior and Student Conduct or legal action.

All individuals using the Technology Resources of the District shall be responsible for damages to the Computer System, equipment and software resulting from deliberate or willful acts. Illegal use of the network, intentional deletion or damage of files or data belonging to others, copyright violations, or theft of services will be reported to the appropriate legal authorities for possible prosecution.

7. Rights and Responsibilities of the District

The District reserves the right to monitor any and all activity involving the Technology Resources including, but not limited to, searching data or e-mail stored on all District-owned Technology Resources at any time and for any reason. As such, users of the Technology Resources have no right of privacy in such data. The District reserves the right to terminate or modify, in full or in part, the Technology Resources offered by the District. The District further reserves the right to terminate the privilege of any user to access the Computer System on its own authority, so long as such decision is not in conflict with any master agreement.

8. Procedures

All users of the Internet and e-mail shall follow the "Procedures for Electronic Information Access and Use" attached hereto as **Appendix A** and incorporated herein by reference.

9. Disclaimer

The District will make every effort to provide appropriate technology resources and services, however, the District makes no warranties of any kind, whether expressed or implied, for the Technology Resources it is providing. The District shall not be responsible for any damages incurred by a user of the Technology Resources, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. The District does not endorse or guarantee the accuracy or quality of information obtained via the Internet or electronic mail.

In no event shall the District be liable for any damages (whether direct, indirect, special or consequential) arising out of the use of the Internet, accuracy or correctness of databases or information contained herein, or related directly or indirectly to any failure or delay of access to

the Internet or other network application.

10. Use Agreements

All users of the District's Technology Resources are required to execute the appropriate Use Agreement. The following agreements are attached hereto:

- Appendix A** Procedures for Electronic Information Access and Use
- Appendix B** Student Authorization Form (Students 18 years of age or older)
- Appendix C** Parent/ Legal Guardian Authorization Form (Middle and High School Students under the age of 18)
- Appendix D** Parent/Legal Guardian Authorization Form (Elementary School Students)

APPENDIX A
ROCHESTER COMMUNITY SCHOOLS
PROCEDURES FOR ELECTRONIC INFORMATION ACCESS AND USE

The following procedures govern the use of the Technology Resources, including the Internet, electronic mail ("e-mail") and web page publishing in the Rochester Community Schools (the "District"). The use of the Technology Resources for web page publishing in the District is also governed by the District's Web Page Development Policy.

1. All use of the Internet and Technology Resources must be in support of education and research and consistent with the purposes of the District.
2. The Internet shall be used to support the District's curriculum, the educational community, projects between schools, communication and research for District students, teachers, administrators and residents.
3. The Internet and Technology Resources shall not be used for illegal activity, for profit purposes, lobbying, advertising, transmitting offensive materials, hate mail, discriminating remarks, or obtaining obscene or pornographic material.
4. Users shall not intentionally seek information, obtain copies of, or modify files, other data or passwords belonging to other users, or misrepresent other users on the Internet.
5. Use of District Technology Resources or the Internet for fraudulent or illegal copying, communication, taking or modification of material in violation of law is prohibited and will be referred to federal authorities. Such action is also governed by the District's Copyright Policy.
6. Downloading of or use of unauthorized games, programs, files or other electronic media is prohibited.
7. The illegal use of copyrighted software is prohibited by this Agreement, by federal law and by the District's Copyright Policy.
8. The Technology Resources shall not be used to disrupt the work of others; hardware or software shall not be destroyed, modified or abused in any way.
9. The user shall be responsible for any and all damages to the Technology Resources, Computer Systems and software resulting from his/her deliberate or willful acts.
10. Intentionally altering the files and/or the hardware on District computers will be viewed as vandalism.
11. Passwords are to be used only by the authorized owner of the password for the authorized

purpose.

12. Malicious use of any technology to develop programs that harass other users or infiltrate a computer or network and/or damage the software components of a computer of the Technology Resources is prohibited.
13. Messages sent via e-mail must be written keeping in mind that persons receiving the e-mail messages may forward the messages to others or post them on electronic bulletin board systems for anyone to read. Therefore, the messages must not contain profanity, obscene comments, sexually explicit material, expressions of bigotry, racism or hate. They also should not contain personal information you would not want made available to strangers such as your name, address or phone number.
14. The content and maintenance of a user's electronic mailbox is the user's responsibility.
 - a. Check e-mail regularly and remain within your limited disk quota.
 - b. Delete unwanted messages immediately since they take up disk storage.
 - c. Keep messages remaining on your electronic mailbox to a minimum.
 - d. E-mail messages can be downloaded or extracted to files, then to disk, for future reference,
 - e. Never assume that your e-mail can be read by no one except yourself; others may be able to read or access your mail.
15. The District has sole discretion to terminate the availability of Internet access, so long as such decision is based upon just cause.
16. The District reserves the right to make determinations as to whether specific uses of its Technology Resources are consistent with the District's Acceptable Technology Use Agreement.
17. The District reserves the right to monitor and keep records of Internet use and to monitor fileserver space utilization by users.
18. The District reserves the right to terminate a user's privilege to access the Technology Resources to prevent further unauthorized activity as specified in this document.
19. Failure to follow the procedures listed above may result in termination of the users privilege to access the Technology Resources of the District. In addition, the user may be subject to other disciplinary or legal action.
20. Parents or guardians of users under the age of eighteen have the right to revoke their student's user account.
21. Any and all web pages representing the District shall be posted only on the District's server and shall be designed and published in accordance with rules promulgated by the District's Web Page Development Policy.

APPENDIX B

**ROCHESTER COMMUNITY SCHOOLS
TECHNOLOGY RESOURCES USE AGREEMENT**

Student Authorization Form (Students 18 Years of Age or Older)

1. Introduction

Rochester Community Schools (the "District") believes that the Internet offers unique resources for students, administrators and teachers. The District's goal in providing Internet access as well as other Technology Resources to students and staff is to promote educational excellence by facilitating resource sharing, innovation, and communication. All District Technology Resource users are required to sign this Technology Resources Use Agreement ("Agreement") and to abide by the terms and conditions of the District's Acceptable Technology Use Agreement. The District does not authorize any use of the Technology Resources which are not conducted in strict compliance with this Agreement and the District's Acceptable Technology Use Agreement. Your signature below indicates that you have read the terms and conditions of this Agreement carefully and understand their significance.

2. Student Access to Inappropriate Online Material

While access to the Internet by way of the District's Technology Resources shall be administered by a teacher or by other District personnel, the District may not be able to technologically limit access to only those online services that have been authorized for study and research.

Thus, students may be able to access information and communicate with people on the Internet that the District has not authorized for educational purposes. Also, by participating in the use of the Internet, students may intentionally or unintentionally gain access to information and communications that they find inappropriate, offensive, controversial, or otherwise objectionable. By executing this Agreement you assume the risks spelled out in this paragraph.

3. Discipline

Students who violate the District's Acceptable Technology Use Agreement and/or this Agreement may have their use privileges suspended or revoked, or may be subject to other disciplinary measures, as provided for by the Code of Responsible Behavior and Student Conduct, or legal action.

4. Student Acknowledgement and Release

I have read the Acceptable Technology Use Agreement and this Technology Resources Use Agreement and I understand my responsibilities. I also consent to and understand that District staff may monitor my electronic communications, including logs showing my Internet access, e-mail, and downloaded files.

If I commit any violation, my privileges to use the District Technology Resources may be terminated, and other disciplinary action may be taken. I hereby release the District as well as all school teachers, administrators, and adult volunteers from any claims arising out of my violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, including, but not limited to, materials I may download or relationships I may establish with people online.

I also hereby agree to indemnify the District as well as all school teachers, administrators, and adult volunteers from any claims arising out of my violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, made by third parties and whether such claims arise from Internet use performed on District Technology Resources through school accounts or personal computers through personal accounts.

Finally, I agree to report any misuse of District Technology Resources, including the Internet, by other students to my teacher or system administrator.

APPENDIX C

ROCHESTER COMMUNITY SCHOOLS TECHNOLOGY RESOURCES USE AGREEMENT

Parent Authorization Form (Middle and High School Students Under Age 18)

1. Introduction

Rochester Community Schools (the "District") believes that the Internet offers unique resources for students, administrators and teachers. The District's goal in providing Internet access as well as other Technology Resources to students and staff is to promote educational excellence by facilitating resource sharing, innovation, and communication. All District Technology Resource users are required to sign this Technology Resources Use Agreement ("Agreement") and to abide by the terms and conditions of the District's Acceptable Technology Use Agreement. The District does not authorize any use of Technology Resources which are not conducted in strict compliance with this Agreement and the District's Acceptable Technology Use Agreement. Your signature below indicates that you have read the terms and conditions of this Agreement carefully and understand their significance.

2. Student Access to Inappropriate Online Material; Assumption of Risk by Parent

While access to the Internet by way of the District's Technology Resources shall be administered by a teacher or by other District personnel, the District may not be able to technologically limit access to only those online services that have been authorized for study and research.

Thus, students may be able to access information and communicate with people on the Internet that the District has not authorized for educational purposes. Also, by participating in the use of the Internet, students may intentionally or unintentionally gain access to information and communications that they or their parents or guardians find inappropriate, offensive, controversial, or otherwise objectionable. By consenting, with your signature below, to allow your child to use the Internet, you assume the risks spelled out in this paragraph.

3. Discipline

Students who violate the District's Acceptable Technology Use Agreement and/or this Agreement may have their use privileges suspended or revoked, or may be subject to other disciplinary measures, as provided for by the Code of Responsible Behavior and Student Conduct, or legal action.

4. Student Acknowledgement and Release

I have read the Acceptable Technology Use Agreement and this Technology Resources Use Agreement and I understand my responsibilities. I also consent to and understand that District staff may monitor my electronic communications, including logs showing my Internet access, e-mail, and downloaded files.

If I commit any violation, my privileges to use the District Technology Resources may be terminated, and other disciplinary action may be taken.

Finally, I agree to report any misuse of District Technology Resources, including the Internet, by other students to my teacher or system administrator.

5. Parent/Guardian Acknowledgement and Release

As the parent(s)/guardian(s) of the student named above, I/we have read this Technology Resources Use Agreement and discussed it with my/our child. I/We understand that access to the District's Technology Resources is a privilege designated for educational purposes. I/We hereby give permission to the District to open an Internet account for my/our child and certify that information contained in this Agreement is correct. I/We consent to and understand that District staff may monitor my/our child's electronic communications, including e-mail and files that he/she

downloads. I/We hereby release, in both my/our personal capacity, and as guardian of my/our child, the District as well as all school teachers, administrators, and adult volunteers, from any claims arising out of my/our child's violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, including, but not limited to, claims arising from materials my/our child may download or relationships he/she may establish with people online, whether such claims arise from Internet use performed on District Technology Resources through school accounts or personal computers through personal accounts.

I/We also hereby agree to indemnify the District as well as all school teachers, administrators, and adult volunteers from any claims arising out of my/our child's violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, made by third parties and whether such claims arise from Internet use performed on District Technology Resources through school accounts or personal computers through personal accounts.

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

(If you do NOT wish to consent to Acceptable Technology Use Agreement and/or this Agreement, thereby preventing your child from having Internet access at school, please sign below.)

As the parent(s)/guardian(s) of this student, I/we have read the Acceptable Technology Use Agreement and this Technology Resources Use Agreement and hereby refuse access to the Technology Resources for the student named above.

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

APPENDIX D

**ROCHESTER COMMUNITY SCHOOLS
TECHNOLOGY RESOURCES USE AGREEMENT**

Parent Authorization Form (Elementary School Student)

1. Introduction

Rochester Community Schools (the "District") believes that the Internet offers unique resources for students, administrators, teachers and others. The District's goal in providing Internet access to students and staff is to promote educational excellence by facilitating resource sharing, innovation, and communication. All District Technology Resource users are required to sign this Technology Resources Use Agreement ("Agreement") and to abide by the terms and conditions of the District's Acceptable Technology Use Agreement. The District does not authorize any use of the Technology Resources which is not conducted in strict compliance with this Agreement and the District's Acceptable Technology Use Agreement. Your signature below indicates that you have read the terms and conditions of this Agreement carefully and understand their significance. Your signature below also indicates that you have explained to your child that he/she is expected to act in a responsible, efficient, ethical and legal manner. Specifically, you have explained to your child that he/she must abide by the following statements otherwise his/her privileges to use the school's equipment and/or access to the Internet may be revoked and he/she may face disciplinary actions as provided for by the Code of Responsible Behavior and Student Conduct or the applicable law.

The student will treat all technology equipment respectfully and with proper care.

The student will login only with his/her own computer ID.

The student will only utilize the Internet for school related projects and research.

2. Student Access to Inappropriate Online Material; Assumption of Risk by Parent

While access to the Internet by way of the District's Technology Resources shall be administered by a teacher or by other District personnel, the District may not be able to technologically limit access to only those online services that have been authorized for study and research.

Thus, students may be able to access information and communicate with people on the Internet that the District has not authorized for educational purposes. Also, by participating in the use of the Internet, students may intentionally or unintentionally gain access to information and communications that they or their parents or guardians find inappropriate, offensive, controversial, or otherwise objectionable. In addition, you understand that all information published on the Internet can be viewed and used by anyone. By consenting, with your signature below, to allow your child to use the Internet, you assume the risks spelled out in this paragraph.

3. Parent/Guardian Acknowledgement and Release

As the parent(s)/guardian(s) of the student named above, I/we have read this Technology Resources Use Agreement and discussed it with my/our child. I/We understand that access to the District's Technology Resources is a privilege designated for educational purposes. I/We hereby give permission to the District to open an Internet account for my/our child and certify that information contained in this Agreement is correct. I/We consent to and understand that District staff may monitor my/our child's electronic communications, including e-mail and files that he/she downloads. I/We hereby release, in both my/our personal capacity, and as guardian of my/our child, the District as well as all school teachers, administrators, and adult volunteers, from any claims arising out of my/our child's violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, including, but not limited to, claims arising from materials my/our child may download or relationships he/she may establish with people online, whether such claims arise from Internet use performed on District Technology Resources through school accounts or

personal computers through personal accounts.

I/We also hereby agree to indemnify the District as well as all school teachers, administrators, and adult volunteers from any claims arising out of my/our child's violation of, or conduct inconsistent with, the Acceptable Technology Use Agreement, made by third parties and whether such claims arise from Internet use performed on District Technology Resources through school accounts or personal computers through personal accounts.

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

(If you do NOT wish to consent to Acceptable Technology Use Agreement and/or this Agreement, thereby preventing your child from having Internet access at school, please sign below.)

As the parent(s)/guardian(s) of this student, I/we have read the Acceptable Technology Use Agreement and this Technology Resources Use Agreement and hereby refuse access to the Technology Resources for the student named above.

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

Signature of parent/guardian: _____ Date: _____

Print name of parent/guardian: _____

