

Exhibit – Letter to Parent(s)/Guardian(s) Regarding Student Use of the District’s Electronic Networks

Dear Parent(s)/Guardian(s),

We have the ability to enhance your child’s education through the use of electronic networks, including the Internet. The Internet offers vast, diverse, and unique resources. The District’s goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. Your authorization is needed before your child may use this resource.

The Internet electronically connects thousands of computers throughout the world and millions of individual subscribers. Students and teachers may have access to:

- Limited electronic mail communications with people all over the world
- Information from government sources, research institutions, and other sources
- Discussion groups
- Many libraries, including the catalog to the Library of Congress, and the Educational Resources Information Clearinghouses (ERIC).

With this educational opportunity also comes responsibility. You and your child should read the enclosed *Authorization for Electronic Network Access* and discuss it together. The use of inappropriate material or language, or violation of copyright laws, may result in the loss of the privilege to use this resource. Remember that you are legally responsible for your child’s actions.

The District takes precautions to prevent access to materials that may be defamatory, inaccurate, offensive, or otherwise inappropriate in the school setting. On an unregulated network, however, it is impossible to control all material and a user may discover inappropriate material. Ultimately, parent(s)/guardian(s) are responsible for setting and conveying the standards that their child or ward should follow. To that end, the School District supports and respects each family’s right to decide whether or not to authorize Internet access.

Please read and discuss the *Authorization for Electronic Network Access* with your child. If you agree to allow your child to have an Internet account, sign the *Authorization* form.

Exhibit – Authorization for Electronic Network Access

Each teacher/staff member must sign this Authorization as a condition for using the District's Electronic Network connection. Each student and his or her parent(s)/guardian(s) must sign the Authorization before being granted unsupervised access. School Board members and administrators are treated like teachers for purposes of this Authorization. Please read this document carefully before signing.

All use of the Internet shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This Authorization does not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow the terms of the *Authorization for Electronic Network Access* will result in the loss of privileges, disciplinary action, and/or appropriate legal action.** The signature(s) at the end of this document is legally binding and indicates the party who signed has read the terms and conditions carefully and understands their significance.

Terms and Conditions

1. Acceptable Use – Access to the District's electronic networks must be (a) for the purpose of education or research, and be consistent with the educational objectives of the District, or (b) for a legitimate business use.
2. Privileges – The use of the District's electronic networks is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator will make all decisions regarding whether or not a user has violated this *Authorization* and may deny, revoke, or suspend access at any time; his or her decision is final.
3. Unacceptable Use – You are responsible for your 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 U.S. or State law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading 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;

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- f. Gaining unauthorized access to resources or entities;
 - g. Invading the privacy of individuals;
 - 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.
4. Network Etiquette – You are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
- a. Be polite. Do not become abusive in your messages to others.
 - b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
 - c. Do not reveal the personal addresses or telephone numbers of students or colleagues.
 - d. Recognize that electronic mail (E-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.

5. 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 you suffer. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. 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 breach of this *Authorization*.
7. Security – Network security is a high priority. If you can identify a security problem on the Internet, you 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.
8. 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.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charged or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Web sites or file servers, without explicit written permission.
 - a. For each re-publication (on a Web site 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 and staff engaged in producing Web pages must provide library media specialists with e-mail 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 Web site displaying the material may not be considered a source of permission.
 - d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
 - e. Student work may only be published if there is written permission from both the parent/guardian and student.

11. Use of Electronic Mail

- a. The District's electronic mail system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides e-mail to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.
- b. 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 or staff member to an electronic mail account is strictly prohibited.
- c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.
- d. Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet "domain." This domain name is a registered domain 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 this School District. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.
- e. 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 messages transmitted to external recipients.
- f. Use of the School District's electronic mail system constitutes consent to these regulations.

Internet Safety

1. Internet access is limited to only those "acceptable uses" as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in this *Authorization*, and otherwise follow this *Authorization*.
2. Staff members shall supervise students while students are using District Internet access to ensure that the students abide by the Terms and Conditions for Internet access contained in this *Authorization*.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.
4. The system administrator and Building Principals shall monitor student Internet access.

Students, parent(s)/guardian(s), and teachers need only sign this *Authorization for Electronic Network Access* once while enrolled or employed by the School District.

I understand and will abide by the above *Authorization for Electronic Network Access*. I understand that the District and /or its agents may access and monitor my use of the Internet, including my E-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and /or appropriate legal action may be taken. In consideration for using the District's electronic network connection and having access to public networks, I hereby release the School District and its Board members, employees, and agents from any claims and damages arising from my use of, or inability to use the electronic network connection.

(Required if the user is a student:)

I have read this *Authorization for Electronic Network Access*. I understand that access is designed for educational purposes and that the District has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the District to restrict access to all controversial and inappropriate materials. I will hold harmless the District, its employees, agents, or Board members, for any harm caused by materials or software obtained via the network. I accept full responsibility from supervision if and when my child's use is not in a school setting. I have discussed the terms of this *Authorization* with my child. I hereby request that my child be allowed access to the District's electronic network connection.

I have read, shared with my child, and agreed to the conditions of this District Authorization for Electronic Network Access User Agreement.

Grant Approval in Skyward

Parent Signature