

West Long Branch Schools

ACCEPTABLE CONTRACT FOR DISTRICT TECHNOLOGY USE Terms and Conditions

GENERAL INFORMATION

The West Long Branch School district provides computer equipment, computer services, and Internet access to its students and staff for educational purposes only. The purpose of providing technology resources is to improve learning and teaching through research, teacher training, collaboration, dissemination, and the use of global communication resources.

Because West Long Branch Schools provide, through connection to the Internet, access to other computer systems around the world, students and their parents must understand that the district and system administrators have no control over content of these computers. While most of the content available on the Internet is innocuous and much of it is a valuable educational resource, some objectionable material exists. The district will provide student access to Internet resources only in supervised environments and has taken steps to lock out objectionable areas, but potential dangers remain. Students and their parents/guardians are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal material. The West Long Branch district does not condone the use of such materials and does not permit usage of such materials in the school environment. Parents of minors having access to the system should be aware of the existence of such materials and monitor any future home usage of the district's resources.

Communications on the Internet are often public in nature and are monitored routinely by Internet providers and/or law enforcement agencies such as the Federal Communications Commission (FCC) and the Federal Bureau of Investigation (FBI).

Strict guidelines are provided here so that staff, community, and student users and the parents/guardians of students are aware of their responsibilities. The district may modify these rules at any time by publishing the modifications.

The system administrators are employees of the West Long Branch School district and reserve the right to monitor all activities on network facilities.

In exchange for the use of Network resources of the West Long Branch Schools, I understand and agree to the following:

1. The use of the Network is a privilege which may be revoked by the district at any time for conduct in violation of this policy.
2. A student may only log on and use the network under the immediate supervision of a staff member and only with his/her authorized account number.
3. The district and/or network resources are intended for the exclusive use by their registered users. The user is responsible for the use of his/her account, password, and/or access privileges. Any problems which arise from the use of a user's account are the responsibility of the account holder.
4. The district and/or network 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.

5. The district reserves all rights to any material stored in files and will remove any material which the district, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
6. Users will not use their district approved computer account to obtain, view, download, or otherwise gain access to materials which the district, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable.
7. Users will not use Internet for private, commercial, political, or religious purposes or any illegal activity.
8. The district specifically disclaims any responsibility for the content of any information received by a pupil from a source outside of the school district or any resulting costs that are incurred.
9. The district reserves the right to log computer use and to monitor file server space utilization by users. Any user who exceeds his/her quota will be advised to delete files to return to computer compliance. Users who remain in noncompliance of disk space quotas 7 days after notification will have their files removed by the system administrator.
10. The district and/or network administrator reserves the right to log Internet use and to monitor electronic mail space utilization by users. The district and/or network administrator will periodically make determinations on whether specific uses of the network are consistent with the acceptable-use practice.
11. The user may not transfer files, shareware, or software from information services and/or electronic bulletin boards without the permission of an authorized administrator. The user will be liable to pay the cost or fee of any file, shareware, or software transferred, whether intentional or accidental, without such permission.
12. Should the user transfer a file, shareware, or software or brings in a disk which infects the network with a virus and causes damage, the user 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.
13. Any misuse of the account will result in suspension of the account privileges and/or other disciplinary action determined by the district. Abuse shall include, but not be limited to:
 - a. intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
 - b. misrepresenting other users on the network;
 - c. disrupting the operation of the network through abusing the hardware or software;
 - d. malicious use of the network through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks;
 - e. interfering with others use of the network;
 - f. illegal installation of copyrighted software;
 - g. unauthorized downloading, copying, or use of licensed or copyright of software;
 - h. altering of system software;
 - i. placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
 - j. use of an account other than that registered to the user or allowing anyone to use an account other than the account holder.
14. Users will conform to copyright laws regarding reasonable use.
15. Users are responsible for reporting any problems or violations to school officials immediately.

16. Users are prohibited from posting personal contact information about yourself or other people. Personal contact information includes address, telephone, school address, work address, etc.
17. Users are prohibited from posting private information about another person.
18. Users are prohibited from reposting information or messages sent privately without the permission of the person sending the information.

CONSEQUENCES

1. Disciplinary actions regarding inappropriate student behavior will be determined at the building level consistent with existing practices and this acceptable use policy.
2. The district will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the district's computer network or Internet.
3. Individuals who violate this policy are subject to disciplinary action including, but not limited to:
 - a. suspension or revocation of network privileges;
 - b. suspension or revocation of Internet privileges;
 - c. suspension from school;
 - d. expulsion from school; and/or
 - e. legal action and prosecution by the authorities.

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Student Contract

I have read the Terms and Conditions for use of technology resources in the West Long Branch School District. I understand and will abide by the stated Terms and Conditions. I further understand that violation of the regulations is unethical, a violation of school rules, and may constitute a criminal offense. I understand that I have no expectation of privacy in regard to my files and e-mail messages. Should I commit any violation, I understand that my access privileges may be revoked and school disciplinary action may be taken. Appropriate legal action may also result.

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 network.

Sign and return to Mrs. Heslin

Name (PRINT)

Date

Signature of student

Date

Parent/Legal Guardian Contract

As the student's parent/guardian, I have read the Terms and Conditions for acceptable use of technology resources in the West Long Branch School District. I understand that this access is designed for educational purposes and that the district has taken available precautions to eliminate controversial material. However, I also recognize it is impossible for West Long Branch Schools and system administrators to restrict access to all controversial materials, and I will not hold them responsible for materials acquired on the network. I agree to indemnify the district for any fees, expenses, or damages incurred as a result of my child's use or misuse of the Internet and/or the network and its equipment. I accept full responsibility for supervision if and when by child's use is not in a school setting.

I hereby give my permission to issue a password for my child and certify that the information contained in this form is correct.

Signature of parent/guardian

Date