

Malakoff ISD Technology Acceptable Use Policy (AUP)

TigerNet
Application for Account and Internet-Specific Terms and Conditions

Please read the following carefully before signing. This is a legally binding document.

I. Overview

The Malakoff Independent School District Network (TigerNet) is now making internet access available to the staff and students in the Malakoff Independent School District. We are very pleased to bring this access to Malakoff ISD and believe the Internet offers vast, diverse, and unique resources. Our goal in providing this service to Malakoff ISD is to promote educational excellence in the Malakoff schools by facilitating resource sharing, innovation and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. You have access to:

1. Electronic mail communication with people all over the world;
2. Information and news from NASA, as well as the opportunity to correspond with the scientists at NASA and other research institutions;
3. Public domain software and shareware of all types;
4. Discussion groups on a variety of topics ranging from Chinese culture to the environment to music to politics, etc.;
5. Access to many University Library Catalogs, the Library of Congress, CARL and ERIC.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. On a global network, it is impossible to control all materials, and an industrious user may discover controversial information. Malakoff ISD firmly believes that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may procure material that is not consistent with the educational goals of the district.

Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users that must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical, and legal utilization of the network resources. If a TigerNet user violates any of these provisions, his or her account will be terminated and future access could possibly be denied. The signature(s) at the end of this document is(are) legally binding and indicates the party (parties) understand(s) their significance.

II. Internet-specific Terms and Conditions

A. Acceptable Use

The purpose for implementing the Internet into our school system is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and be consistent with the educational objectives of the Malakoff Independent School District. Use of any other organization's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. Use

for commercial activities by for-profit institutions is generally not acceptable. Use for product advertisement or political lobbying is also prohibited.

B. Privileges

The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator(s), Malakoff ISD employees responsible for the operation of the TigerNet network, will deem what is inappropriate use and their decision is final. Also, the system administrator(s) may close an account at any time as required or as they deem appropriate and without notice. The administration of Malakoff ISD may request the system administrator(s) to deny, revoke, or suspend specific user accounts, with or without cause, for violation of TigerNet network computing regulations and guidelines, or as a result of other disciplinary action against the user.

C. TigerNet Network Computing Regulations and Guidelines

Malakoff ISD is responsible for securing its network and computing systems in a reasonable and economically feasible manner against unauthorized users. This responsibility includes informing users of expected standards of conduct and the punitive measures for not adhering to them. Any attempt to violate the provisions of these regulations and guidelines will result in disciplinary action in the form of temporary revocation of user accounts, regardless of the success or failure of the attempt. Permanent revocations can result from disciplinary actions taken by Malakoff ISD administrators.

The users of the network are responsible for respecting and adhering to local, state, federal, and international laws. Any attempt to break those laws through the use of the network may result in litigation against the offender by the proper authorities. If such an event should occur, Malakoff ISD will fully comply with the authorities to provide any information necessary for the litigation process.

1. Section 1: General computing

Once a user receives a user ID to be used to access the network and computer systems on that network, they are solely responsible for all actions taken while using that user ID. Therefore:

- a. Applying for a user ID under false pretenses is a punishable disciplinary offense.
- b. Sharing your user ID with any other person is prohibited. You are solely responsible for any actions, which occur in relation to your user ID number.
- c. Revealing your personal address or phone numbers, or the address or phone numbers of students or colleagues, is prohibited.
- d. Deletions, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited.
- e. Attempts to evade or change resource quotas are prohibited.
- f. Continued impedance of other users through mass consumption of system resources, after receipt of a request to cease such activity, is prohibited.
- g. Use of facilities and/or services for commercial purposes is prohibited.
- h. Any unauthorized, deliberate action, which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction, is a violation regardless of system location or time duration.

2. Section 2: Electronic Mail

When you send electronic mail, your name and user ID are included in each mail message. You are responsible for all electronic mail originating from your user ID. By accepting an account, the applicant authorizes the designated Malakoff ISD system administrator(s) to have access to the

applicant's e-mail and to make that e-mail available to district, local, state, and federal officials in conjunction with any investigation. Therefore:

- a. Forgery, or attempted forgery, of electronic mail messages is prohibited.
- b. Attempts to read, delete, copy, or modify the electronic mail of other users are prohibited.
- c. Attempts at sending harassing, obscene and/or other threatening e-mail to another user are prohibited.
- d. Attempts at sending unsolicited junk mail, for-profit messages, or chain letters is prohibited.

All District computer/network/Internet usage shall not be considered confidential and is subject to monitoring by designated staff at any time to ensure appropriate use. Students should not use the computer system to send, receive or store any information, including email messages, that they consider personal or confidential and wish to keep private. All electronic files, including email messages, transmitted through or stored in the computer system will be treated no differently than any other electronic file. The District reserves the right to access, review, copy, modify, delete or disclose such files for any purpose. Students should treat the computer system like a shared or common file system with the expectation that electronic files, sent, received or stored anywhere in the computer system, will be available for review by any authorized representative of the District for any purpose. Personal telecommunication devices are subject to examination in accordance with disciplinary guidelines if there is reason to believe that the Responsible Use Guidelines have been violated.

Expectations for Student E-mail Use:

1. Users should not expect that any e-mail communication will be private. Messages in student e-mail accounts may be shared with district administrators, teachers, guidance counselors, social workers and law enforcement officials. Appropriate staff can and will review student e-mail files and messages on an ongoing basis.
2. The student is responsible for using the school email access provided in an ethical, responsible and legal manner for school-related tasks only. Students shall not engage in an electronic activity that disrupts, distracts, or compromises the learning process or environment. Students must abide by all applicable copyright and licensing laws when using technology resources within the District.
3. Electronic activities must not contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, or hate. Using or importing offensive, obscene, libelous, disruptive, harassing, or inflammatory language, pictures, or other material on any computer or network within the Malakoff Independent School District is prohibited.
4. Students receiving any harassing or inappropriate email message are responsible for reporting any inappropriate media or resources they encounter.
5. Students who have e-mail accounts from sources outside of school may not use school resources to access those accounts.
6. Students shall maintain confidentiality of their usernames and passwords and shall not utilize usernames and passwords of others. Use of an account assigned to another user, forging of e-mail messages, or posting anonymous messages is prohibited.
7. Student shall not use District technology resources for personal commercial activities not related to instruction. Personal purchase or sale of products or services is prohibited.

2. Section 3: Network Security

As a user of the network, you may be allowed to access other networks and/or the computer systems attached to those networks. Therefore:

- a. Use of systems and/or networks in attempt to gain unauthorized access to remote systems is prohibited.
- b. Use of systems and/or networks to connect to other systems, in evasion of the physical limitations of the remote system, is prohibited.
- c. Decryption of system or user passwords is prohibited.
- d. The copying of system files is prohibited.
- e. The copying of copyrighted materials, such as third-party software, without the express written permission of the owner or the proper license, is prohibited.
- f. Intentional attempts to crash network systems or programs are punishable disciplinary offenses.
- g. Any attempts to secure a higher level of privilege on network systems are punishable disciplinary offenses.
- h. The willful introduction of computer viruses or other disruptive/destructive programs into the TigerNet network or into external networks is prohibited.

D. Disclaimer and Limitation of Liability

Access to the internet is provided on an as is, as available basis. The Malakoff Independent School District, its Board of Trustees, agents, and staff members make no representations or warranties, whether expressed or implied, of any kind with respect to TigerNet, the services to be provided by TigerNet, or any information or software accessed or received by the applicant or contacts made by the applicant, and disclaims any implied warranties, including any implied warranties of merchantability or fitness for a particular purpose. The system administrators and Malakoff ISD do not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements or that the operation of the system will be uninterrupted or error-free or that defects in the system will be corrected. Malakoff ISD will not be responsible to you or liable to you for any claims, losses, or damages you may suffer as a result of these Terms and Conditions or your access to TigerNet, including without limitation, any losses, claims or damages arising from Malakoff ISD's negligence or your own errors or omissions. **YOU AGREE THAT THIS LIMITATION IS INTENDED TO AND DOES RELEASE MALAKOFF ISD FROM ANY CLAIMS, DAMAGES, OR LOSSES THAT YOU MAY SUFFER THAT MAY ARISE OUT OF THE USE OF THIS SYSTEM.** Use of any information obtained via your connection with TigerNet is at your own risk. Malakoff ISD specifically denies any responsibility for the accuracy or quality of information obtained through this service. Furthermore, Malakoff ISD assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs, incurred by the user while accessing TigerNet. Any dispute or problems regarding phone service are strictly between the user and his or her local phone company and/or long distance service provider.

E. Security

Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the internet, you must notify a system administrator. Do not demonstrate the problem to other users. Do not use another individual's account. A Malakoff ISD staff member shall not allow students to access the system through the staff person's account. TigerNet account members shall not let others use their account and password. Attempt to log-in to the system using another member's account or as a system administrator will result in cancellation of user privileges. Members should immediately notify a system administrator if their password is lost or stolen, or if they have reason to believe that

someone has obtained unauthorized access to their account. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to TigerNet.

F. Vandalism

Vandalism will result in cancellations of privileges. Vandalism, as addressed in the TigerNet Network Computing Regulations and Guidelines, is defined as any malicious attempt to harm or destroy data of, or accessing without permission a computer of another user, internet, or any other networks that are connected to the internet. This includes, but is not limited to, the uploading or creation of computer viruses.

G. Updating Your User Information

The system administrator(s) may occasionally require new registration and account information for you to continue the service. You must notify the system administrator(s) of any changes in your account information.

H. Application of Terms and Conditions

All terms and conditions as stated in this document are applicable to the applicant's use of TigerNet. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Texas, and the United States of America.

Headings are for convenience of reference only and shall not be used in the interpretation of this document.

Any dispute regarding these terms and conditions will be resolved by the administration whose decisions will be final and binding.

Application for Account

Requesting an Account

Requesting an account does not guarantee that an account will be given. On acceptance for an account on TigerNet, members will be given an account name and password. Although called a member account, there are currently no charges to members for system usage; however, Malakoff ISD reserves the right to implement charges.

Termination of Account

A member's access to, and use of, the TigerNet system may be terminated by the member sending written notice to a system administrator. Accounts which are inactive for more than 90 days may be removed along with that member's files without notice given to the member.

TigerNet Account Application

User's Full Name (please print) _____

Home address _____

Home Phone _____ Work Phone _____

District Location/Campus _____

I understand and will abide by the Malakoff Independent School District Terms and Conditions for internet. I further understand that any violation of the regulations and guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked with or without notice, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User Signature _____ Date _____

Parent or Guardian:

If you are under the age of 18, a parent or guardian must also read and sign this agreement.

As a parent or guardian of the person above, I have read the Terms and Conditions for Internet access. I understand that his/her access is designed for educational purposes. I also recognize that it is impossible for TigerNet and the Malakoff Independent School District to restrict access to all controversial materials, and I will not hold them responsible for controversial materials acquired on the network. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian (please print) _____

Signature _____ Date _____