

4.29F—STUDENT ELECTRONIC DEVICE and INTERNET USE AGREEMENT

Student's Name (Please Print) _____ Grade Level _____

School: BISMARCK MIDDLE SCHOOL Date _____

The Bismarck School District agrees to allow the student identified above ("Student") to use the district's technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned electronic device (as used in this Agreement, "electronic device" means anything that can be used to transmit or capture images, sound, or data):

1. Conditional Privilege: The Student's use of the district's access to the Internet is a privilege conditioned on the Student's abiding to this agreement. No student may use the district's access to the Internet whether through a District or student owned electronic device unless the Student and his/her parent or guardian have read and signed this agreement.
2. Acceptable Use: The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal and state laws and regulations. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.
3. Penalties for Improper Use: If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action.
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
 - a. using the Internet for other than educational purposes;
 - b. gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law;
 - c. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - d. making unauthorized copies of computer software;
 - e. accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;
 - f. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - g. posting anonymous messages on the system;
 - h. using encryption software;
 - i. wasteful use of limited resources provided by the school including paper;
 - j. causing congestion of the network through lengthy downloads of files;
 - k. vandalizing data of another user;
 - l. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - m. gaining or attempting to gain unauthorized access to resources or files;
 - n. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

- o. invading the privacy of individuals;
- p. divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, address, and phone number.
- q. using the network for financial or commercial gain without district permission;
- r. theft or vandalism of data, equipment, or intellectual property;
- s. attempting to gain access or gaining access to student records, grades, or files;
- t. introducing a virus to, or otherwise improperly tampering with the system;
- u. degrading or disrupting equipment or system performance;
- v. creating a web page or associating a web page with the school or school district without proper authorization;
- w. providing access to the District's Internet Access to unauthorized individuals;
- x. failing to obey school or classroom Internet use rules; or
- y. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.
- z. Installing or downloading software on district computers without prior approval of the technology director or his/her designee.

5. Liability for debts: Students and their cosigners shall be liable for any and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

7. No Guarantees: The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.

8. Signatures: We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature: _____ Date _____

Parent/Legal Guardian Signature: _____ Date _____