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Traverse Bay Area Intermediate School District
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**Traverse Bay Area Intermediate School District
Agreement for Acceptable Use of Technology Resources
Students Grades 6 and Above**

_____/_____
Building/Program Name *Student Name*

This Agreement is entered into on: _____
This Agreement is between _____ ("Student"
or "User") and the Traverse Bay Area Intermediate School District ("ISD").

The purpose of this Agreement is to grant access to and define acceptable use of the ISD's technology resources ("Technology Resources"). Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the ISD's Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the ISD's Technology Resources is a privilege that may be revoked by the ISD at any time and for any reason.
- B. You have no expectation of privacy when using the ISD's Technology Resources. The ISD reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The ISD also reserves the right to remove any material from the Technology Resources that the ISD, at its sole discretion, chooses to, including, without limitation, any information that the ISD determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.
- C. The Technology Resources do not provide you a "public forum." You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by a teacher or administrator as part of a class project or activity. You may, however, use the Technology Resources to contact or communicate with public officials.
- D. The ISD's Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences for both you and the person(s) using your account/password.
- E. You may not use the Technology Resources to engage in bullying, which is defined as:

Any written, verbal, or physical act, or any electronic communication, that is intended or that a reasonable person would know is likely to harm one or more pupils either directly or indirectly by doing any of the following:

- a) Substantially interfering with educational opportunities, benefits, or programs of one or more pupils;
- b) Adversely affecting the ability of a pupil to participate in or benefit from the educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress;
- c) Having an actual and substantial detrimental effect on a pupil's physical or mental health; or
- d) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Use of other communication/messaging devices (including devices not owned by the ISD) to engage in bullying may be grounds for discipline under the ISD's Bullying Policy #5517.01.

- F. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action, up to and including expulsion. Misuse includes, but is not limited to:
1. Accessing or attempting to access material that is "harmful to minors." Material that is "harmful to minors" includes any picture, image, graphic image file, or other visual depiction that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole lacks serious literary, artistic, political, or scientific value as to minors.
 2. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.
 3. Accessing or attempting to access material that is inappropriate for minors. Material that is inappropriate for minors is defined as:

Material that is "harmful to minors" includes any picture, image, graphic image file, or other visual depiction that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole lacks serious literary, artistic, political, or scientific value as to minors.
 4. Bullying (as defined in paragraph E).
 5. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.

6. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school material, or school hardware or software.
 7. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to others or information you are not authorized to access.
 8. Unauthorized copying or use of licenses or copyrighted software.
 9. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
 10. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
 11. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.
 12. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user.
 13. Attempting to or successfully disabling security features, including technology protection measures required under the Children’s Internet Protection Act (“CIPA”).
 14. Misusing equipment or altering system software without permission.
 15. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
 16. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or the ISD’s Policy #7540.03.
- G. You must promptly disclose to your teacher or other school employee any content you view or receive over the Technology Resources that is inappropriate or that makes you feel uncomfortable, harassed, threatened, or bullied, or that contains sexually explicit content. You should not delete such content until instructed to do so by a staff member.
- H. It is the policy of the ISD, as a recipient of certain federal funds, to monitor the online activities of its minor students and provide technology protection measures on its computers with Internet access designed to prevent minors from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors.
- I. It is the policy of the ISD to prohibit its minor students from (1) accessing inappropriate matter on the Internet; (2) engaging in hacking or other unlawful online activities; and (3) accessing materials that are harmful to minors. It is also the policy of the ISD to educate students about cyberbullying awareness and response and about appropriate online behavior, including disclosing, disseminating, or using personal information and safely and appropriately interacting with other individuals in social networking websites, chat rooms, by e-mail, and other forms of direct electronic communications.

- J. The ISD does not guarantee that measures described in paragraphs H and I will provide any level of safety or security or that they will successfully block all inappropriate material from the ISD's students. You agree that you will not intentionally engage in any behavior that was intended to be prevented by paragraphs H and I.
- K. The ISD does not warrant or guarantee that its Technology Resources will meet any specific requirement, or that they will be error free or uninterrupted; nor will the ISD be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.
- L. You are responsible for the proper use of the Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.

I agree to follow this Agreement and all rules and regulations that may be added from time to time by the ISD or its Internet Service Provider.

I also agree to follow all rules in the ISD's Board Policies. Any additional rules, regulations, and policies are available and located on the TBAISD website.

As a condition of using the Technology Resources, I agree to release the ISD and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my use or inability to use the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the ISD monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read this Acceptable Use Agreement and agree to its terms.

Print Name

Student Signature

Date

I have read this Agreement and agree that as a condition of my child's use of the Technology Resources, I release the ISD and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my child's use or inability to use the Technology Resources. I also indemnify the ISD and its board members, agents, and employees, including its Internet Service Provider, for any fees, expenses, or damages incurred as a result of my child's use, or misuse, of the ISD's Technology Resources.

I authorize the ISD to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.

I understand that data my child sends or receives over the Technology Resources is not private. I consent to having the ISD monitor and inspect my child's use of the Technology Resources, including any electronic communications that my child sends or receives through the Technology Resources.

I understand and agree that my child will not be able to use the ISD's Technology Resources until this Agreement has been signed by both my child and me.

I have read this Agreement and agree to its terms.

Parent/Guardian Signature

Date

cc: parent/guardian, student file
05/16/12

Revised: