

# MARSHALL PUBLIC SCHOOLS NETWORK/INTERNET USAGE AGREEMENT

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

INTERNET access is now available to staff at Marshall Public Schools. INTERNET/NETWORK offers vast, diverse and unique resources to both certified and classified staff. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. Access to the INTERNET is an unparalleled opportunity to interact with the world at large, but with this access also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Marshall Public Schools have taken available precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover undesirable information.

The INTERNET access opportunity brings with it a number of responsibilities. Access is coordinated through a complex association of government agencies, regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. The following guidelines are provided herein to make you aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical and legal utilization of the INTERNET/NETWORK resources. If an INTERNET/NETWORK user violates any of these provisions, his or her account with Marshall Public Schools will be terminated and future access could be denied.

Your signature on the attached contract is legally binding and indicates the party who signed has read the terms and conditions carefully and understands their significance.

**Marshall Public Schools INTERNET/NETWORK – Terms and conditions as revised and approved by the Marshall School Board (May 23, 2001).**

1. **Acceptable Use** - The use of your account must be in support of education and research consistent with the educational objectives of the Marshall School District. Use of other organization's networks or computing resources must comply with the Marshall Public Schools INTERNET/NETWORK rules. 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. Illegal activities are strictly prohibited.
2. **Privileges** – The use of the Marshall Public Schools INTERNET/NETWORK is a privilege, not a right, inappropriate use will result in a cancellation of those privileges. Faculty members may install licensed software he or she has purchased on district owned computers **only** with the approval of the technical director. Software installed must have an educational or administrative value. Pirated or unlicensed software is **strictly prohibited** on any district owned computer system. Each person who receives an account having questions pertaining to the proper use of the network should contact the technical coordinator assigned to that building.
3. **Net-etiquette** – You are expected to abide by the accepted rules of network etiquette. These include but are not limited to the following:
  - a. Be polite. Do not write or send abusive messages to others.
  - b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.

- c. Do not reveal your personal phone number, address, and password or phone numbers of students or colleagues.
  - d. Note the electronic mail is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities will be reported to the authorities.
  - e. Do not use the network in such a way that it disrupts others using the network (e.g. downloading huge files during prime time; sending mass e-mail messages; annoying other users using the talk and write functions.)
4. **Implied** – Use of any information obtained via Marshall Public Schools INTERNET/NETWORK is at your own risk. Marshall Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through its services. Marshall Public Schools will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, miss-deliveries or service interruptions caused by negligence or your errors or omissions.
5. **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 Marshall Public Schools INTERNET/NETWORK, you must notify a system administrator. Do not demonstrate the problem to others. Do not give your password to any other individual. **Any attempt to access the Marshall School District network from any computer system outside the school network is strictly prohibited.** Attempts to logon to Marshall Public Schools INTERNET/NETWORK as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Marshall Public Schools INTERNET/NETWORK.
6. **Vandalism** – Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Marshall Public Schools INTERNET/NETWORK or any of the INTERNET/NETWORK networks that are connected to Marshall Public Schools. This includes, but is not limited to, the uploading or creation of computer viruses, changing assigned TCP/IP addresses or attempting to change other network configurations.
7. **Updating Your user Information** – Marshall Public Schools INTERNET/NETWORK may occasionally require new registration and account information from you to continue service. You must notify the system administrator of any changes in your account information (i.e. address, name, etc.). Currently, there are no user fees for this service.
8. **Exceptions of Terms and Conditions** – All terms and conditions as stated in this document are applicable to the Marshall School District. 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 Missouri, and the United States of America. Any Marshall School District staff member may apply for a NETWORK/INTERNET account. To do so you must complete the attached contract and application form.
9. **System Integrity** – Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on district computers would be private.

**The following behaviors are not permitted on district networks:**

1. Sharing confidential information on students or employees.
2. Sending or displaying offensive messages or pictures.
3. Assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.
4. Using obscene language.
5. Harassing, insulting or attacking others.
6. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus.)
7. Violating copyright laws.
8. Using others passwords.
9. Trespassing in others' folders, documents, or files.
10. Intentionally wasting limited resources.
11. Employing the network for commercial purposes.
12. Violating regulations prescribed by the network provider.
13. Conducting union business.
14. Promoting, supporting or celebrating religion or religious institutions.
15. Using network resources to play **Internet games** or other **non-educational entertainment**.

The Technology Director will report any violation of the provisions herein to the employee's supervisor who will take appropriate disciplinary action. Any staff member that is aware of inappropriate behavior, violations, or complaints must notify employee's supervisor for appropriate action. Violations may result in a loss of access and or disciplinary action. When applicable, law enforcement agencies may be involved.

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I have read the attached terms and conditions and I hereby agree to the above regulations and procedures:

🕒 **Please fill all blanks.**

Staff member name \_\_\_\_\_  
(Please print or type full legal name)

Birth Date \_\_\_\_\_

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_

School Building in which you work \_\_\_\_\_

Staff Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

🕒 **Note failure to sign this agreement will result is loss of Network and Internet access privileges.**