

4.29F—STUDENT ELECTRONIC DEVICE AND INTERNET USE AGREEMENT

Student's Name (Please Print) _____

Grade Level _____

School _____

Date _____

The Benton School District agrees to allow the student identified above ("Student") to use the district's technology to access the Internet and network resources 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 and network access for educational purposes only. In using the Internet and network, the Student agrees to obey all federal laws and regulations and any State laws and regulations. The Student also agrees to abide by any Internet and network 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. [**Note: A.C.A. § 6-21-107 requires the district to have "...provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy."** You may choose to tailor your punishments to be appropriate to the school's grade levels.]
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
Level One Offense
 - a. using the Internet for other than educational purposes;
 - b. accessing "chat lines/rooms" unless authorized by the instructor for a class activity directly supervised by a staff member;
 - c. using abusive or profane language in private messages on the system;
 - d. posting anonymous messages on the system;
 - e. using encryption software;
 - f. wasting of limited resources provided by the school including paper;
 - g. causing congestion of the network through lengthy downloads of content;
 - h. vandalizing data of another user;

- i. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- k. failing to obey school or classroom Internet and network use rules; or
- l. invading the privacy of individuals;
- m. 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, but is not limited to, full names, address, and phone number.
- n. creating a web page or associating a web page with the school or school district without proper authorization;
- o. providing access to the District's network to unauthorized individuals;
- p. installing or downloading software on district computers without prior approval of the technology director or his/her designee.
- q. accessing personal email accounts
- r. attaching a computer or other device that is not the property of the Benton School District to the network without first receiving prior approval of technology director or his/her designee;
- s. supplying an unauthorized network, wired or wireless, to other users (e.g., cellular tethering)

Level Two Offense

- a. using the system to harass, insult, or verbally attack others;
- b. gaining intentional access or maintaining access to materials which are "harmful to minors";
- c. sending, displaying or accessing obscene, pornographic, and/or sexually explicit material on any school electronic device
- d. using a proxy site or other method designed to bypass blocking filters
- e. using the Internet for any illegal activity, including computer hacking, copyright or intellectual property law violations, or transmitting any material in violation of any state or federal law;
- f. gaining or attempting to gain unauthorized access to resources or files;
- g. attempting to gain access or gaining access to student records, grades, or files;
- h. making unauthorized copies of computer software;
- i. using the network for financial or commercial gain without district permission;
- j. theft or vandalism of data, equipment, or intellectual property;
- k. intentional introduction of malware to, or otherwise improperly tampering with the system;
- l. degrading or disrupting equipment or system performance;
- m. taking part in any activity related to technology use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.

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 _____