

Appendix E

AGREEMENT FOR PENNFIELD EMPLOYEE AND PENNFIELD BOARD OF EDUCATION ACCESS AND USE OF PENNFIELD TECHNOLOGY, DISTRICT NETWORKS, AND THE INTERNET

This agreement is entered into this _____ day of _____, 20____, between,

_____ (Employee or Board Member) and Pennfield Schools.

The purpose of this agreement is to provide access to Pennfield technology resources (computers, technical instruments, and networks) and to Pennfield Internet and wide area network connections for legitimate educational purposes that are consistent with Pennfield's mission statement. As such, these accesses shall (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

In exchange for the use of Pennfield's technology resources and Internet and wide area network connections either at school or away from school, I understand and agree to the following:

- A. The use of Pennfield's technology resources and Internet and wide area network connections are a privilege that may be revoked by Pennfield Schools at any time and for any reason. These reasons include, but are not limited to, the altering of system software, the placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. Pennfield Schools reserves the right to remove files, limit or deny access, and refer the employee for other disciplinary actions.
- B. Pennfield Schools reserves all rights to any material stored in files that are generally accessible to others and shall remove any material which Pennfield Schools, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Employees or Board Members shall not use their Pennfield-approved computer account/access to obtain; view, download, or otherwise gain access to such materials.
- C. All information services and features contained on Pennfield's network resources are intended for the private use of its registered users and any use of these resources for *commercial-for-profit* or other unauthorized purposes (*i.e.* advertisement, political lobbying), in any form, is expressly forbidden.
- D. Pennfield's technology resources and Internet and wide area network connections are intended for exclusive use by registered users. The Employee or Board Member is responsible for the use of his/her account/password and/or access privilege. Any problems arising from the use of an Employee or Board Member's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges.
- E. Any misuse of the account shall result in suspension of the account privileges and/or other disciplinary action determined by Pennfield Schools. Misuse includes, but is not limited to:
 1. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users
 2. Misrepresenting other users on the local Network or Internet

3. Disrupting the operation of the local Network or Internet through abuse of the hardware or software
 4. Malicious use of the local Network or Internet through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks
 5. Interfering with local Network or Internet use by others
 6. Extensive use for non-curriculum-related communication
 7. Illegal installation of licenses or copyrighted software
 8. Unauthorized down-sizing, copying, or use of licenses or copyrighted software
 9. Allowing anyone to use an account other than the account holder
- F. The use of Pennfield's technology resources and Pennfield's Internet and wide area network connections are for the purpose of:
1. Support of the academic program
 2. Telecommunications
 3. General information
- G. Pennfield's technology resources and Internet and wide area network connections do not warrant that the functions of the system will meet any specific requirements the user may have, or that they will be error free or uninterrupted. Pennfield Schools and/or its Internet provider shall not be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the user, operation, or inability to use the system.
- H. The Employee or Board Member shall diligently delete old e-mail messages on a daily basis from the personal mail directory to avoid excessive use of the electronic mail disk space.
- I. Pennfield Schools and/or the Internet provider shall periodically determine whether specific uses of Pennfield's technology resources and Internet and wide area network connections are consistent with the acceptable-use practice. Pennfield Schools and/or its Internet provider reserves the right to log Internet use and to monitor mail space utilization by users.
- J. The Employee or Board Member may transfer files from information services and electronic bulletin board services. For each file received through a file transfer, the Employee or Board Member agrees to check the file with a virus-detection program before opening the file for use. Should the Employee or Board Member transfer a file, shareware, or software which infects Pennfield's technology resources and Internet connection with a virus and causes damage, the Employee or Board Member shall be liable for any and all repair costs to make Pennfield's technology resources and Internet and wide area connections once again fully operational and may be subject to other disciplinary measures as determined by Pennfield Schools.
- K. The Employee or Board Member may not transfer files, shareware, or software from information services and electronic bulletin boards without the permission of the District Technology Director or designee. Without first obtaining such permission, the Employee or Board Member shall be liable to pay the cost of any file, shareware, or software transferred, whether intentional or accidental.
- L. The Employee or Board Member may only log on and use Pennfield's technology resources and Internet and wide area connections with his/her authorized account number.

M. Pennfield Schools reserves the right to log computer use and to monitor fileserver space utilization by users. Pennfield Schools reserves the right to remove a user account on Pennfield's network and/or from its Internet and wide area connections to prevent further unauthorized activity.

N. The Employee or Board Member is responsible for the proper use of the equipment and shall be held accountable for any damage to or replacement of equipment caused by abusive use.

In consideration for the privileges of using Pennfield's technology resources and/or Pennfield's Internet and wide area connections, and in consideration for having access to the information contained therein, I release Pennfield Schools, the Internet provider and their operators and the administration from any and all claims of any nature arising from my use, or inability to use these tools.

I agree to abide by these rules and regulations of system use and by those that may be added from time-to-time by Pennfield Schools and its Internet provider. All additional rules will be available in hardcopy in the Principal's office. I agree to indemnify Pennfield Schools for any fees, expenses, or damages incurred as a result of my use or misuse of these tools.

(Sign and return to the District Technology Director or designee)

Employee Signature

Employee Name (Print)

Mentor Signature

Mentor Name (Print)

Building/Location

Date

Revised: March 9, 2001