

**EMPLOYEE EQUIPMENT USE, INTERNET CONDUCT,
AND NETWORK ACCESS AGREEMENT**

Every staff member must read and sign below:

I have read, understand, and agree to abide by the terms of the School District’s policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5460 and 5460P). Should I commit any violation or in any way misuse my access to the District’s computers, network, and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

Terms and Conditions

1. Acceptable Use – Access to the District’s technology and electronic networks must be:
(a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. Privileges – The use of the District’s technology and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. Unacceptable Use – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for any reason other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;

- 1 h. Using another user’s account or password;
- 2
- 3 i. Posting material authored or created by another without his/her consent;
- 4
- 5 j. Posting anonymous messages;
- 6
- 7 k. Using the network for commercial or private advertising;
- 8
- 9 l. Accessing, submitting, posting, publishing, or displaying any defamatory,
10 inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially
11 offensive, harassing, or illegal material; and
- 12
- 13 m. Using the network while access privileges are suspended or revoked.
- 14
- 15 4. Network Etiquette – The user is expected to abide by the generally accepted rules of
16 network etiquette. These include but are not limited to the following:
17
 - 18 a. Be polite. Do not become abusive in messages to others.
 - 19
 - 20 b. Use appropriate language. Do not swear or use vulgarities or any other
21 inappropriate language.
 - 22
 - 23 c. Do not reveal personal information, including the addresses or telephone
24 numbers, of students or colleagues.
 - 25
 - 26 d. Recognize that electronic mail (e-mail) is not private. People who operate the
27 system have access to all mail. Messages relating to or in support of illegal
28 activities may be reported to the authorities.
 - 29
 - 30 e. Do not use the network in any way that would disrupt its use by other users.
 - 31
 - 32 f. Consider all communications and information accessible via the network to be
33 private property.
 - 34
- 35 5. No Warranties – The District makes no warranties of any kind, whether expressed or
36 implied, for the service it is providing. The District will not be responsible for any
37 damages the user suffers. This includes loss of data resulting from delays, non-deliveries,
38 missed deliveries, or service interruptions caused by its negligence or the user’s errors or
39 omissions. Use of any information obtained via the Internet is at the user’s own risk.
40 The District specifically denies any responsibility for the accuracy or quality of
41 information obtained through its services.
- 42
- 43 6. Indemnification – The user agrees to indemnify the District for any losses, costs, or
44 damages, including reasonable attorney fees, incurred by the District, relating to or

1 arising out of any violation of these procedures.

2
3 7. Security – Network security is a high priority. If the user can identify a security problem
4 on the Internet, the user must notify the system administrator or building principal. Do
5 not demonstrate the problem to other users. Keep your account and password
6 confidential. Do not use another individual’s account without written permission from
7 that individual. Attempts to log on to the Internet as a system administrator will result in
8 cancellation of user privileges. Any user identified as a security risk may be denied
9 access to the network.

10
11 8. Vandalism and Damage – Vandalism will result in cancellation of privileges and other
12 disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy
13 data of another user, the Internet, or any other network. This includes but is not limited
14 to uploading or creation of computer viruses. The user is responsible for any
15 unintentional damage to the District-owned equipment or technology that cause by the
16 use or user’s negligence. Such damage includes but is not limited to that caused by drops,
17 spills, virus, exposure to heat and cold, or submersion.

18
19 9. Charges – The District assumes no responsibility for any unauthorized charges or fees,
20 including telephone charges, long-distance charges, per-minute surcharges, and/or
21 equipment or line costs.

22
23 Internet Safety

24
25 1. Internet access is limited to only those “acceptable uses,” as detailed in these procedures.
26 Internet safety is almost assured if users will not engage in “unacceptable uses,” as
27 detailed in these procedures, and will otherwise follow these procedures.

28
29 2. Staff members shall supervise students while students are using District Internet access,
30 to ensure that the students abide by the Terms and Conditions for Internet access, as
31 contained in these procedures.

32
33 3. Each District computer with Internet access has a filtering device that blocks entry to
34 visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate
35 for students, as defined by the Children’s Internet Protection Act and determined by the
36 Superintendent or designee.

37
38 4. The District shall provide age-appropriate instruction to students regarding appropriate online
39 behavior. Such instruction shall include, but not be limited to: positive interactions with
40 others online, including on social networking sites and in chat rooms; proper online social
41 etiquette; protection from online predators and personal safety; and how to recognize and
42 respond to cyberbullying and other threats.

43
44 5. The system administrator and principal shall monitor student Internet access.

1
2 I understand and will abide by the technology, equipment, and network access policies. I understand
3 that the District and/or its agents may access and monitor my use of the Internet, including my e-mail
4 and downloaded material, without prior notice to me. I further understand that should I commit any
5 violation, my access privileges may be revoked and school disciplinary action and/or appropriate
6 legal action may be taken. In consideration for using the District’s issuance of technology, electronic
7 network connection, and having access to public networks, I hereby acknowledge the risk for any
8 claims and damages arising from my use of, or inability to use, the equipment, network, and Internet.
9 I understand any negligence arising out of my use of equipment or networks shall be attributed to me
10 as comparative negligence within the meaning of Section 27-1-702, MCA.

11 _____
12 User Name *(please print)*

13 _____
14 User Signature Date

15
16
17
18 Legal Reference:

19
20 Policy History:

21 Adopted on: May 2022

22 Revised on:

23
24 *Revision Note:*