

Marcellus Central School District
Internet/Network Acceptable Use Policy
For Students

Marcellus Central School District Internet/Network Acceptable Use

The Internet/Network is provided for students, teachers, and other users to conduct research and communicate with others. Access to network services will be provided to students, teachers, and other users who agree to act in a considerate and responsible manner. The *Internet/Network Acceptable Use Agreement Form* is a written agreement, signed by students as part of their Student Handbook, staff, and other users, outlining the terms and conditions of the Internet/Network Acceptable Use Regulations. Anyone wishing to use the District's Internet/Network connection, including the wireless network, is required to agree to the terms of the District's *Internet/Network Acceptable Use Agreement Form*. The complete regulation may be found in Board Policy Regulation 6470.

The Internet is an electronic highway connecting computers in the District and thousands of computers all over the world with millions of individual subscribers. Depending on the school site, students, teachers, and other users have varying levels of access to:

- 1) Graphical access to the World Wide Web.
- 2) Information and news from agencies such as NASA, the U.S. Weather Bureau, Smithsonian Institution, universities and colleges as well as the opportunity to correspond with experts in many fields from around the world;
- 3) Many university library catalogs, The Library of Congress, and ERIC (a large collection of information relevant to educators and students);
- 4) Public domain software and graphics of all types for educational use;
- 5) Electronic mail (e-mail) communication with people all over the world; and
- 6) Discussion groups on a wide range of topics ranging from Aardvarks to Zen Buddhism.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Some of the precautions the Marcellus Central School District is taking to restrict access to inappropriate materials include:

Internet Filtration System
Password Protection
Staff, student/parent authorization forms for independent usage
Training for all users

It must be noted that on a global network it is impossible to control all materials and an industrious user may discover information that some may find inappropriate, offensive, or controversial. We, the Marcellus Central School District, firmly believe that access to the valuable information and interaction available on this world-wide network far outweighs the possibility that users may procure material that is not consistent with the educational goals of the District.

Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, smooth operation of the network relies upon users exercising proper conduct and adhering to strict guidelines. These guidelines are provided here so that users are aware of their responsibilities. In general this requires efficient, ethical and legal utilization of the network resources.

There are two kinds of Internet /Network usage. ***Guided Use*** is available for all students. ***Independent Use*** is available for students with parental permission in Grades 4-12.

Guided Use (Students, Grades K-12)

Any student may use the Internet /Network under the direction of a teacher. Connection sites will be controlled by that teacher.

Marcellus Central School District Internet/Network Acceptable Use

Independent Use (Students, Grades 4-12)

The student will be able to explore other educationally related sites on the Internet only with:

- The student's signature on their Student Handbook, which includes the Internet/Network AUP, indicating his/her understanding of the appropriate use of the Internet and school network.
- A specific educationally-related project to work on.

Following are some examples of inappropriate use of the Internet that will help your child understand what is not ok.

1. Sending or displaying offensive messages or pictures.
2. Using obscene language or profanity.
3. Harassing, insulting or attacking others.
4. Engaging in the promotion of violence.
5. Engaging in racial, gender or other slurs.
6. Receiving or transmitting information pertaining to dangerous materials such as bombs, automatic weapons, or any illicit firearms, weaponry, or explosive devices.
7. Damaging computers, computer systems or computer networks.
8. Violating copyright laws.
9. Using anyone else's password(s) with or without their knowledge.
10. Trespassing in anyone else's folder(s), work or files.
11. Intentionally wasting limited resources or requesting unnecessary or lengthy material that ties up system resources.
12. Employing the network for commercial purposes.
13. Accessing chat services.
14. Visiting inappropriate sites.
15. Unauthorized use of school name or affiliation
16. Misrepresentation of self or others

It is understood that if an Internet user gains access to a site which is inappropriate the user must, without delay, back out of the site and report it to the teacher. A violation of this rule could result in a suspension from either Internet use or computer access.

Just as they are in classrooms or school hallways, students, staff, and other users are responsible for acceptable behavior on school computer networks. Communications on the network are often public in nature. General school rules for behavior and communications apply.

Sanctions

Violations of this regulation may result in suspension or termination of access privileges, referral to the District Acceptable Use Policy Committee for further action, disciplinary action pursuant to the student conduct code and related policies, disciplinary action under personnel policies, and/or referral to law enforcement agencies.

Additional Regulations

The System Coordinator works with the building principals to ensure that teachers, staff and students in his/her school are knowledgeable about the Regulation, *Authorized Internet /Network Use*, and for providing the Student and Employee *Authorized Internet/Network Use Agreement Forms*.

Building principals are also responsible for ensuring that all Marcellus Central School District Internet users under their supervision (employees and independent student users) have signed the Student Handbook and/or Employee *Authorized Internet /Network Use Agreement Forms* prior to receiving Internet access. The Employee *Authorized Use Agreement Forms* will be kept on file at the Marcellus District Office.

Marcellus Central School District Internet/Network Acceptable Use

In compliance with the Children's Internet Protection Act (CIPA) and regulations of the Federal Communication Commission (FCC), the District has adopted and will enforce this Internet Safety Policy that ensures the use of technology protection measures (i.e. filtering or blocking of access to certain material on the internet) on all district computers with Internet access. The District will provide for the education of students regarding appropriate online behaviors including interacting with other individuals on social networking Web sites and in chat rooms, and regarding cyber bullying awareness and response.

Any electronic transmission deemed to be bullying that occurs outside of school that causes material disruption to the learning environment is subject to the provisions of the Student Code of Conduct.

Cyber Bullying: What is it?

Cyber Bullying is verbal harassment that occurs during online activities.

Cyber Bullying can take many forms. These are a few:

- ❖ A threatening e-mail
- ❖ Nasty instant messaging session
- ❖ Repeated notes sent to the cell phone
- ❖ A website set up to mock others
- ❖ "Borrowing" someone's screen name and pretending to be them while posting a message.
- ❖ Forwarding supposedly private messages, pictures, or video to others.

At least annually, **teachers** are responsible for explaining Usage Guidelines to all students (at Grades 4-12).

Some examples of appropriate Usage Guidelines are:

- 1) Use only their own Internet account;
- 2) Be polite and use appropriate language in their messages to others;
- 3) Not reveal their own or anyone else's personal address, phone number, or password;
- 4) Use the network in ways that do not disrupt the use of the network by other users; and
- 5) Not harm or destroy data of another user including the uploading or creation of computer viruses to the Marcellus Central School District computers/networks, or to other computers/networks that are connected to any part of the Internet.

Teachers are also responsible for providing the System Coordinator with the signed student Authorized Internet/Network Use Agreement forms.

USAGE GUIDELINE

Marcellus Central School District provides students and staff access to various electronic resources including a wide range of educational materials through Internet and computer online services. Marcellus Central School District uses content filtering technology in compliance with CIPA on all school computers with Internet access to protect against unacceptable web content. However, no web filtering technology is 100% safe. Marcellus Central School District realizes this fact and takes every effort to monitor online activity.

Student Safety

Do not send any message that includes personal information such as: home address, personal phone numbers and/or last name for yourself or any other person. Likewise, the staff is not permitted to post this information to public domains (i.e. class web page or Internet). Student pictures and/or work may be included on district/school/classroom websites without identifying captions unless the site is password protected.

Extended Safety K- 3

Students in grades K-3 may not attempt to access any Internet resources without the prior consent of the teacher.

Marcellus Central School District Internet/Network Acceptable Use

Password Protection

Internet passwords are provided for each user's personal use only and are, therefore, confidential. Never share your password, steal or use another person's password. If you suspect that someone has discovered your password, you should change it immediately and notify your teacher or administrator who in turn will notify the network administrator or the technology director. As words are easily hacked, when establishing a password one should keep in mind that strong passwords consist of a combination of upper and lowercase letters, numbers and symbols.

Privacy

E-mail is no more private than a postcard. Students and staff need to know that files stored on school computers are not private. Network and Internet access is provided as a tool for educational purposes only. The District has the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access including transmitted and received information. All information files are the property of the District and no user shall have any expectation of privacy regarding such files. Federal Law requires that all email sent and received be stored for a period of 'seven years'.

Online Etiquette

Follow the guidelines of accepted behaviors within the school/student handbook. Use appropriate language and graphics. Swearing, vulgarities, suggestive, obscene, belligerent, harassing, threatening or abusive language of any kind is not acceptable. Do not use school online access to make, distribute, or redistribute jokes, stories, cyber bullying, obscene material or material which is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.

Messaging

Teachers may incorporate: email, blogs, podcasts, video conferencing, online collaborations, PDAs, IMing, texting, Virtual Learning Environments and other forms of direct electronic communications (i.e. cell phones, PDAs, cameras) or Web 2.0 applications for educational purposes. Although teachers monitor student online activity, it is the direct responsibility of the user to comply with this acceptable use policy.

Blogging/Podcasting

Uses of blogs, podcasts or other Web 2.0 tools are considered an extension of the classroom. Whether at home or in school, any speech that is considered inappropriate in the classroom is also inappropriate in all uses of blogs, podcasts, or other Web 2.0 tools. Students using blogs, podcasts or other Web 2.0 tools are expected to act safely by keeping ALL personal information out of their posts. Comments made on school related blogs should follow the rules of online etiquette detailed above and will be monitored by school personnel. If appropriate, they will be deleted. Never link to web sites from a blog without reading the entire article to make sure it is appropriate for a school setting.

Google Accounts

Students of the Marcellus Central School district are issued a Google account within the marcellusschools.org domain for the time they are a student at Marcellus Central School District. When activating their account, students must accept the Terms of Service as follows:

Terms of Service

Welcome to Google! By using Google's products, software, services or web sites ("Google services"), you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.google.com/a/help/intl/en/users/terms.html>.

Use of Services

Google Inc., its subsidiaries and affiliated companies, including your domain administrator ("Google") offer Google services to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other

Marcellus Central School District Internet/Network Acceptable Use

information as part of the registration process and/or continued use of Google services. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Google of any unauthorized use of your password or account or any other breach of security. Google cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

Appropriate Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. Google reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content available via Google services. You understand that by using Google services you may be exposed to Content that is offensive, indecent or objectionable, and that you use Google services at your own risk. For some services, Google provides tools to filter out adult sexual content, including our SafeSearch preference settings (see <http://www.google.com/help/customize.html#safe>). In addition, there are commercially available services and software to limit access to material that you may find objectionable. You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using Google services and for any consequences thereof. You agree to use Google services only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Google services or servers or networks connected to Google services. To report any activity or Content that may violate the Terms, please go to <http://www.google.com/support/bin/request.py>. In addition to this agreement, your use of some specific Google services is governed by the policies or guidelines specific to those services and which are specifically incorporated into this agreement. You agree to comply with your company's data usage and privacy policies. Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or your country of residence.

Google Privacy Policy

For information about our data protection practices, please see our Privacy Policy at http://www.google.com/a/help/intl/en/users/privacy_notice.html. By using Google services, you acknowledge and agree that Google may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Google, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of Google services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

You also understand and agree that your domain administrator may have access to your account and its content, and may suspend or terminate your account access and your ability to modify your account.

Proprietary Rights

Google's Rights

You acknowledge and agree that Google services and any necessary software used in connection with Google services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that Content contained in sponsor advertisements or presented to you through Google services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Google or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, Google services or Software, in whole or in part except as specifically authorized in a separate written agreement.

Marcellus Central School District Internet/Network Acceptable Use

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Except as expressly authorized by Google you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Google's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Google services or Software.

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Software and Automatic Updates

Your use of any Software provided by Google will be governed by the Terms and any additional terms and conditions of the end user license agreement accompanying such Software. Google Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop Google services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

Policies Regarding Copyright and Trademarks

It is our policy to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act or other applicable law and to terminating the accounts of repeat infringers. For more information, please go to <http://www.google.com/dmca.html>.

For information regarding our trademark complaint procedure, please go to http://www.google.com/tm_complaint.html. Any use of Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with the Terms and in compliance with Google's then current Brand Feature use guidelines, and any content contained or reference therein, which may be found at the following URL: <http://www.google.com/permissions/guidelines.html> (or such other URL Google may provide from time to time).

General Practices Regarding Use and Storage

You agree that Google has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Google services. You acknowledge that Google may have set no fixed upper limit on the number of transmissions you may send or receive through Google services or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

Upon the termination of your use of Google services, including upon receipt of a certificate or other legal

Marcellus Central School District Internet/Network Acceptable Use

document confirming your death, Google will close your account and you will no longer be able to retrieve content contained in that account.

Personal Non-Commercial Use

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Google services, use of Google services, or access to Google services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

Modifications to Service

Google reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Google services (or any part thereof) with or without notice. You agree that Google shall not be liable to you or to any third party for any modification, suspension or discontinuance of Google services.

Termination

You may discontinue your use of Google services at any time. You agree that Google may at any time and for any reason, including a period of account inactivity, terminate your access to Google services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Google services, your account or any files or other content contained in your account. Sections 10 (Termination), 13 (Indemnity), 14 (Disclaimer of Warranties), 15 (Limitations of Liability), 16 (Exclusions and Limitations) and 19 (including choice of law, severability and statute of limitations), of the Terms, shall survive expiration or termination.

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Links

Google services may provide, or third parties may provide, links to other World Wide Web sites or resources. Google may have no control over such sites and resources and you acknowledge and agree that Google is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Google shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

Notice

You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Google services.

Marcellus Central School District Internet/Network Acceptable Use

General Information

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to your form time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Google and govern your use of Google services, superceding any prior agreements between you and Google for the use of Google services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Google services, affiliate services, third-party content or third-party software.

Choice of Law and Forum.

The Terms and the relationship between you and Google shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Google agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

Waiver and Severability of Terms.

The failure of Google to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms are for convenience only and have no legal or contractual effect. Google has made its services available to organizations using Google Apps. In addition to the core suite of messaging and collaboration applications, you may access many Google services("Additional Services") using your testaccount@marcellusschools.org account. Your marcellusschools.org administrator determines which Additional Services you may access using your account. For tips about using your new account, visit the Google Help Center.

Please be aware that when you use Google services, your domain administrator will have access to your testaccount@marcellusschools.org account information, including your email. You can learn more here, or by consulting your domain administrator's privacy policy, if one exists. You can choose to maintain a separate account for your personal use of any Google services, including email. If you have multiple Google accounts, the username that appears at the upper right corner of most Google services will help you ensure that you're using the intended account. The Additional Services are provided by Google to you under these terms of service and privacy policy. Certain Additional Services may also have service-specific terms. If your domain administrator enables any of the Additional Services, Google will treat your use of any of the Additional Services as acceptance of the applicable service-specific terms.

Click "Accept" below to indicate that you understand the changes to your account and agree to the Google Terms of Service and the Google Privacy Policy for your use of Additional Services.

Parents/guardians are responsible for discussing the *Student Authorized Use Form* with their students. By signing the agreement form, parents/guardians give their permission to the District to issue an Internet /Network account to their child.

All Marcellus School District Internet /Network Users (e.g., students, employees) are responsible for abiding by all the terms and conditions of this Regulation and accompanying regulations.

Marcellus Central School District Internet/Network Acceptable Use

STUDENT AUTHORIZED INTERNET /NETWORK USE AGREEMENT FORM

Please read this document carefully before signing

All Marcellus Central School District Internet /Network users are required to sign the Student Handbook and/or *Authorized Internet /Network Use Agreement Form* and to abide by the terms and conditions of this Regulation and the corresponding regulations. The District does not authorize any use of the Internet /Network that is not conducted strictly in compliance with this Policy and/or Regulation. Your signature on your Student Handbook indicates that you have read the terms and conditions carefully and understand their significance.

The District believes that the Internet/Network offers vast, diverse, and unique resources for students, teachers, and other users. The District's goal is providing this service to staff and students is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

The District may not be able to technologically limit access to services through the District's Internet /Network connection to only those who have been authorized for the purpose of instruction, study, and research related to the curriculum. Parents/guardians are advised that a determined user may be able to gain access to services on the Internet/Network which the District has not authorized for educational purposes. Parents/guardians are also advised that communications on the Internet/Network are not censored by the District. By participating in the use of the Internet /Network, students may gain access to information and communications which they or their parents/guardians may find inappropriate, offensive, or controversial. Parents/guardians assume this risk by consenting to allow their students to participate in the use of the Internet/Network.

Users who disregard the District's *Authorized Internet /Network Use Policy* and Regulations may have their use of privileges suspended or revoked. Users granted access to the Internet /Network through the Marcellus Central School District assume personal responsibility and liability, both civil and criminal, for uses of the Internet /Network not authorized by District Policy and/or Regulation.

STUDENT AUTHORIZED INTERNET /NETWORK USE AGREEMENT FORM

Please read this document carefully before signing

Acknowledgement of Responsibilities

Student:

When I sign my Student Handbook I understand that I am agreeing to use the computers/Internet/Network in my school appropriately. This means I will:

- Only use the computers for work related to school
- Protect my password by not sharing it with others
- Tell an adult if I think someone else has my password
- Use only my account and password
- Treat the computer equipment with respect (not damage it)
- Visit only appropriate Internet sites
- Tell an adult if something inappropriate comes up on my screen
- Tell an adult if there is something wrong with my computer
- Abide by the other expectations set forth in this policy

I understand I may not sign the handbook every year. By signing the Student Handbook, I am agreeing to the terms of this policy for all the years I am in Marcellus Schools. I also understand that if I do not use the computers appropriately, my access privileges may be revoked, and school disciplinary/legal action may be taken.