

East San Gabriel Valley Regional Occupational Program and Technical Center

1501 Del Norte St. West Covina, CA 91790 - (626) 962-5080 - FAX (626) 472-5145

POST-SECONDARY STUDENT NET USE AGREEMENT AND RELEASE FROM LIABILITY

The East San Gabriel Valley Regional Occupational Program & Technical Center (ROP) agrees to allow the Student identified above ("Student") to use the District's technology to access the Internet and Intranet (referred to collectively as "the Net") under the following terms and conditions:

1. **Conditional Privilege.** The Student's use of the District's access to the Net ("District Net Access") is a privilege conditioned on the Student's agreeing to the terms of this agreement and on the Student's abiding by this agreement. No Student may use the District's access to the Net unless the Student and his/her Parent/Guardian have read and signed this agreement.
2. **Acceptable Use.** The Student agrees that he/she will use the District's Net Access for educational purposes only. In using the Internet through the District's Net Access, the Student agrees to obey all Federal and State laws and regulations. The Student also agrees to abide by any Net use rules instituted at the ROP or class, whether those rules are written or expressed orally.
3. **Penalties for Improper Use.** If the Student violates this agreement and misuses the District's Net Access, the Student may be subject to disciplinary action, revocation of the Student's access to the Net, as well as legal or criminal action where appropriate.
4. **"Misuse of the District's Access to the Internet"** includes, but is not limited to, the following:
 - a. Use of the District's access to the Net for other than educational purposes.
 - b. Gaining intentional access or maintaining access to materials which are obscene, pornographic, or whose dominant appeal is sexual arousal.
 - c. Using the Net for any illegal activity, including computer hacking and copyright or intellectual property law violations.
 - d. Accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member.
 - e. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others.
 - f. Posting anonymous messages on the system.
 - g. Using encryption software.
 - h. Wasteful use of limited resources provided by the School, including paper.
 - i. Causing congestion of the network through lengthy downloads of files, or by engaging in idle activities.
 - j. Vandalizing data of another user.
 - k. Obtaining or sending information, which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks.
 - l. Gaining unauthorized access to resources or files.
 - m. Identifying oneself with another person's name or password and/or using an account or password of another user, without proper authorization.
 - n. Using the network for financial or commercial gain without District permission.
 - o. Theft or vandalism of data, equipment, or intellectual property.
 - p. Invading the privacy of individuals.
 - q. Attempting to gain access and/or gaining access to Student records, grades, or files.
 - r. Introducing a virus and/or otherwise improperly tampering with the system.
 - s. Degrading or disrupting equipment or system performance.
 - t. Creating a web page or associating a web page with the School, School District, or ROP, without proper authorization.

- u. Providing access to the District Net Access to unauthorized individuals.
 - v. Failing to obey School or classroom Net use rules.
 - w. Taking part in any activity related to Net use that creates a clear and present danger and/or substantial disruption to the orderly operation of the District, or any of its Schools or School Districts.
5. No Expectation of Privacy. The Student and Parent/Guardian signing below agree that if the Student uses the Net through District access, the Student waives any right to privacy the Student may have for such use. The Student and Parent/Guardian agree that the District may monitor the Student's use of District's Net Access and examine all systems 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 transmission with the Student's Parent/Guardian.
 6. No Guarantees. The District will make good faith efforts to protect Students from improper or harmful matter, which may be on the Internet. At the same time, in signing this agreement, the Parent/Guardian and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.
 7. District Held Harmless and Promise Not to Sue. In order to protect itself from future lawsuits where a Student or Parent/Guardian alleges that the Student suffered some kind of injury because the Student used the District's Net Access. The District requires that the Student and Parent/Guardian promise to forego such claims against either the ROP, member School Districts, or its employees, in return for being allowed to use the District's Net Access. Therefore, the Student and Parent/Guardian agree to hold the ROP and its employees harmless from any claim or liability arising out of, or resulting from, the Student's use of the District's Net Access, although the nature, extent, and seriousness of such claims are currently unknown. In other words, the Student and Parent/Guardian agree they will not sue the School District or any District employee over any claim that comes about because of the Student using the District's Internet and Intranet access. By signing this agreement, the Parent/Guardian and Student waive any such claims, which may occur in the future, because they are now aware of how the Student could be injured by using the Net, or the extent of such alleged injury. In doing so the Student and Parent/Guardian waive any protection they have under Civil Code section 1542 with regard to claims arising from the Student's use of the District's Net Access. California Civil Code Section 1542 provides that: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor"*.

8. Signatures.

I have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student Name (print): _____

Post-Secondary Program: _____

Signature: _____

Date: _____