

Appendix F

AGREEMENT FOR PENNFIELD BOARD MEMBER ACCESS AND USE OF PENNFIELD TECHNOLOGY, DISTRICT NETWORK, AND THE INTERNET

Pennfield Schools provides access to our computer network to members of the Pennfield Board of Education so as to promote and enhance the work of the Pennfield Board as a public body through communication, innovation, and sharing of resources. Access to the network is a privilege, not a right, and the Pennfield Board, by majority vote, may restrict, suspend, or terminate any Pennfield Board member user's account for proven violations of Pennfield Board policy or these rules. In requesting an account for access to the network, the Pennfield Board member agrees to the following terms and conditions.

1. Use of the network must be for the purpose of legitimate Pennfield Board business consistent with the goals of the Pennfield Schools and the laws of the State of Michigan.
2. All use of the network must be in accord with the Pennfield Schools rules on acceptable use of network resources, as updated from time to time by the District.
3. Pennfield Schools makes no warranties of any kind, whether expressed or implied, for the service it is providing. Pennfield Schools will not be responsible for any damages the user suffers, including but not limited to the loss of data, delays, non-deliveries, or service interruptions caused by its negligence or the users' errors or omissions.
4. The network provides access to third-party data and information over which Pennfield Schools has no control. Though Pennfield Schools may make efforts to block inappropriate material, users may be exposed to defamatory, inaccurate, or otherwise offensive material. Use of the network or any information obtained via the network is at the user's own risk. Pennfield Schools specifically denies any responsibility for the accuracy or content of information obtained through its services.

5. The user is solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases made through the network. Pennfield Schools is not a party to such transactions and shall not be liable for any costs or damages, whether direct or indirect, arising out of network transactions by the user.
6. The user agrees to indemnify Pennfield Schools for any losses, costs, or damages, including reasonable attorney's fees, incurred by Pennfield Schools relating to or arising out of any breach of the terms of this request for network access.
7. The user acknowledges that the Pennfield Schools computer network belongs solely to Pennfield Schools and that any files, records, electronic mail or other communication may be examined, edited, or deleted by Pennfield Schools at any time, in accord with Pennfield Schools policy or regulations. In general, electronic mail in personal accounts will not be inspected without the consent of the sender or a recipient, except as necessary to investigate a complaint.
8. The user acknowledges and understands that correspondence sent or received over the Pennfield Schools network may be subject to retrieval under the State of Michigan Freedom of Information Act, MCL 15.231 - 246.

I, as a member of the Pennfield Board of Education, understand and agree to abide by the terms of this request for network access, and Pennfield Schools rules for acceptable use of network resources. I further understand that should I commit any violation, my access privileges may be revoked by majority vote of the Pennfield Board. In consideration for using the Pennfield Schools network connection and having access to public networks, I hereby release Pennfield Schools and its Pennfield Board members, employees, and agents from any claims and damages arising from my use, or inability to use, the network.

Board Member's Signature

Date