

# **North Olmsted City Schools**

## **Computer Hardware, EagleNet Network, and Internet Acceptable Use Policy**

### **I. PURPOSE**

The purpose of this acceptable use policy is to set forth guidelines for access to the school district computer system and acceptable use of the Internet and electronic devices provided by the school district or brought onto campus by the student. Such devices include but are not limited to the following: computers, handheld devices, PDAs, calculators with interface capability, mp3 players, portable storage devices, digital cameras, et al. Additionally, connection to the Internet while on district grounds through infrared/wireless, cellular broadband cards or mobile telephones, or other non-wired devices fall within the purview of this policy.

### **II. GENERAL STATEMENT OF POLICY**

In making decisions regarding student access to the school district equipment and computer system and to the Internet, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students to explore thousands of libraries, databases, bulletin boards, and other resources while communicating and/or collaborating with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### **III. LIMITED EDUCATIONAL PURPOSE**

The school district is providing students with access to the school district's computer system, which includes Internet access. The purpose of the system is not merely to provide students with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, professional, or career development. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses that might be acceptable on a user's private personal account on another system may not be acceptable on this limited purpose network.

### **IV. USE OF SYSTEM IS A PRIVILEGE**

The use of the school district equipment and/or system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use of access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, termination of employment if in student work programs; or civil or criminal liability under other applicable laws.

### **V. UNACCEPTABLE USES**

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
  1. Users will not use the school district system to access, review, upload, download, store, print, post, or distribute pornographic, obscene or sexually explicit material.
  2. Users will not use the school district system to transmit, receive, or store items containing obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language.
  3. Users will not use the school district system to access, review, upload, download, store, print, post, or distribute materials that use language or images that are inappropriate to the

educational setting or disruptive to the educational process and will not post information or materials that could cause damage or danger of disruption.

4. Users will not use the school district system to access, review, upload, download, store, print, post, or distribute materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
5. Users will not use the school district system to knowingly or recklessly post false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
6. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
7. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district computer or server system software, hardware or network infrastructure or take any action to violate the school district system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.
8. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person. In other words, students may not use another person's account or password or bypass security to modify, alter, damage, or delete another user's files or district files.
9. Users will not use the school district system to post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
10. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user.
11. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
12. Users will not use the school district system for the conduct of a business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
13. Students may not use the school district system to access personal communication software including web based e-mail, messaging, paging, Internet telephone, or other like

systems without written permission unless under the direction and supervision of a staff member.

14. Students may not make a connection to the Internet while on district grounds through infrared/wireless, cellular broadband cards or mobile telephones, or other non-wired devices without the written permission of the network administrator.

This list of prohibited uses is not exhaustive and is not intended nor should it be construed to restrict the District in any way from taking appropriate disciplinary action should an inappropriate use occur that does not fall into one of the aforementioned categories. Students must abide by policies and procedures that are set forth herein at all times that they are using the District's Technological Resources, regardless of time of day, location or intermingling of personal resources, so long as the District's Technological Resources are utilized in some fashion, even if such use is limited.

- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. A user may also in certain rare instances access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher.

## **VI. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

## **VII. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.

The school district will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities and activities not in compliance with school district policies conducted through the school district system.

## **VIII. INTERNET USE AGREEMENT**

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
- B. By inclusion within the student handbook and/or through direct receipt, it is understood by the student, parent or guardian, and school district staff that these guidelines, as with all guidelines contained within the student handbook, are agreed upon. Parents or guardians who do not agree with this computer use policy may elect to have their child excluded from all activities involving the use of the Internet by completing an Internet exclusion form.

## **IX. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

## **X. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district removable media, hard drives or servers.
    - b. Information retrieved through school district computers, networks or online resources.
    - c. Personal property used to access school district computers, networks or online resources.
    - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the student's parents.
  - 6. Notification that should the user violate the school district's acceptable use policy, the student's access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.
  - 7. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

## **XI. PARENT RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media.

Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

## **XII. SECURITY AND INTEGRITY**

Students shall not take any action that would compromise the security of any Technological Resources. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system. Students are expected to keep their passwords secure and refrain from sharing accounts. Students shall take steps to prevent unauthorized access to their accounts by logging off or "locking" their computers when leaving them unattended. Any suspected security problem or misuse of the Technological Resources shall be reported to the appropriate administrator.

Students shall not take any actions that may adversely affect the integrity, functionality, or reliability of any Technological Resources, including but not limited to the installation of hardware or software not authorized by an appropriate administrator.

## **XIII. INTERNET FILTERING AND MONITORING**

Pursuant to federal law, the District has implemented technology protection measures, which block or filter Internet access to visual displays that are obscene, constitute child pornography or are harmful to minors. Under federal law, the District also is required to monitor online activity of students in an effort to restrict access to such material. Any student who attempts to disable the technology protection measures discussed above without express consent of a District administrator will be subject to discipline.

## **XIV. VIOLATIONS OF THE POLICY**

Violations of this policy may result in disciplinary action up to and including expulsion as described above. The District also will cooperate with government and civil authorities in the prosecution of any civil or criminal matter against any person who violates this policy. The District will release any records, information, data, images, communications, recordings or other evidence in its custody or accessible in order to assist in such prosecution.

## **Acknowledgments and Release**

I have read and agree to comply with the rules and conditions set forth in this “Acceptable Use Policy” governing student use of the District’s Technological Resources, as defined herein.

I understand my violation of this policy may result in disciplinary action, including revocation of my access privileges, expulsion, and/or civil or criminal legal action.

I have read and understand the “Waiver of Privacy” section set forth above and understand that my use of the District’s Technological Resources, as set out above, is not private and not confidential, and may be accessed, monitored or otherwise reviewed by the District at any time.

I hereby release the District and its providers, operators, administrators, employees, and agents from any and all claims of any nature arising from my use or inability to use the aforementioned computer, network, Internet connections and other online resource and electronic messaging systems.

\_\_\_\_\_  
Student Signature

PLEASE PRINT: \_\_\_\_\_

Date above signed: \_\_\_\_\_