

ACCEPTABLE USE AND INTERNET SAFETY PROCEDURE FOR THE COMPUTER NETWORK OF THE TRI-COUNTY CAREER CENTER

PROCEDURE FOR STUDENTS AGREEMENT FORM FOR STUDENTS

The Tri-County Career Center is pleased to make available to students access to interconnected computer systems and the Internet.

In order for the School District to be able to continue to make its computer network, email and Internet access available, all students must take responsibility for appropriate and lawful use of this access.

Below are the Acceptable Use and Internet Safety Procedure for Tri-County Career Center and the Data Acquisition Site that provides Internet access to the School District. Upon reviewing, signing, and returning this Agreement as the students have been directed, each student will be given the opportunity to enjoy Internet access at School and is agreeing to follow the Procedure.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the Technology Supervisor. If any user violates this Agreement, the student's access will be denied, if not already provided, or withdrawn and he or she may be subject to additional disciplinary action.

PERSONAL RESPONSIBILITY

By signing this Agreement, you are agreeing not only to follow the rules in this Agreement, but are agreeing to report any misuse of the network administration. Misuse means any violations of the Agreement or any other use that is not included in the Agreement, but has the effect of harming another or his or her property.

I. TERM OF THE PERMITTED USE

Student's who submits to the School, as directed, a properly signed Procedure and follows the Procedure to which she or he has agreed will have computer network, email, and Internet access during the course of the school year only.

II. ACCEPTABLE USES

A. Educational Purposes Only - The School District is providing access to its computer networks and the Internet for *only* educational purposes. If you have any doubt about whether a contemplated activity is educational, you may consult with administration to help you decide if a use is appropriate.

B. Unacceptable Uses of Network - Among the uses that are considered unacceptable and which constitute a violation of this Procedure are the following:

1. Uses that violate the law or encourage others to violate the law. Don't transmit offensive or harassing messages; offer for sale or use any substance, the possession or use of which is prohibited by the School District's Student Discipline policy; view, transmit or download pornographic materials that encourage others to violate the law; intrude into the networks or computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
2. Uses that cause harm to others or damage to their property. For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "trojan horse", "time bomb", or other harmful form of

programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, networks, or information systems.

3. Uses that jeopardize the security of student access, email and of the computer network or other networks on the Internet. For example, don't disclose or share your password with others; don't impersonate another user.
4. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. You should not give others private information about you or others, including credit card numbers and social security numbers.
5. Prohibit the use of the network to house/play games of any type or use unlicensed software or programs from flash drives.

C. Netiquette - All users must abide by rules of network etiquette, which include the following:

1. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
2. Avoid language and uses which may be offensive to other users. Don't use access to make, distribute, or redistribute jokes, stories, or other material, which is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Don't assume that a sender of e-mail is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should only be done with permission or when you know that the individual would have no objection.
4. Be considerate when sending attachments with e-mail (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format, which the recipient can open.

III. INTERNET SAFETY

A. General Warning: Individual Responsibility of Parents and Users - All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-age pupils. Every user must take responsibility for his or her use of the computer network and Internet and stay away from potentially harmful sites. If a student finds that other users are visiting offensive or harmful sites, he or she should report such use to administration.

B. Personal Safety - Be safe. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.

C. "Hacking" and Other Illegal Activities - It is a violation of this Procedure to use the School's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or

federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

- D. Confidentiality of Student Information** - Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by Ohio law, for internal administrative purposes or approved educational projects and activities.
- E. Active Restriction Measures** - The School, either by itself or in Combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The School will also monitor the online activities of students and staff, through direct observation and/or technological means, to ensure that students and staff are not accessing such depictions or any other material, which is inappropriate for minors in accordance with Children's Internet Protection Act of 2000.

The term "harmful to minors" is defined by the Communications Act of 1934 (47USC Section 254 [h] [7]), as meaning any picture, image, graphic image file, or other visual depiction that

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

IV. PRIVACY

Network and Internet access is provided as a tool for your education service. The School District reserves 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 and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the School District and no user shall have any expectation of privacy regarding such materials.

V. FAILURE TO FOLLOW PROCEDURE

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this Procedure, shall at a minimum, have his or her access to the computer network and Internet terminated, which the School District may refuse to reinstate for the remainder of the school year. A user violates this Procedure by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Procedure if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The School District may also take other disciplinary action in such circumstances.

VI. UPDATES

Users may be asked from time to time to provide new or additional registration and account information or to sign a new Procedure, for example, to reflect developments in the law or

technology. Such information must be provided by the user or such new Procedure must be signed if the user wishes to continue to receive service. If after you have provided your account information, some, or all of the information changes, you must notify the person designated by the School to receive such information.

WARRANTIES/INDEMNIFICATION

The School District makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks, emails, and the Internet provided under this Procedure. It shall not be responsible for any claims, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user's use of its computer, email, networks, or the Internet under this Procedure. By signing this Procedure, users is taking full responsibility for his or her use and agreeing to indemnify and hold the School, the School District, the Data Acquisition Site that provides the computer and Internet access opportunities to the School District and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user agrees to cooperate with the School in the event of the School's initiating an investigation of a user's use of his or her access to its computer network, email, and the Internet, whether that use is on a School computer or on another computer outside the School District's network.