

Austintown Local Schools Internet and Acceptable Use Policy

Please read the following carefully before signing this document. This is a legally binding document.

Internet access is now available to students and teachers in the Austintown Local School District. The access is being offered by the District through the Mahoning County Educational Service Center and the ACCESS Data Acquisition Site.

The Internet offers vast, diverse and unique resources to both students and staff. Our goal in providing this service to staff and students is to promote educational excellence in the Austintown Local Schools by facilitating resource sharing, research, innovation and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to:

- 1. electronic mail communication with people all over the world;*
- 2. information and news from many government agencies;*
- 3. public domain and shareware of all types;*
- 4. discussion groups on a plethora of topics ranging from Chinese culture, to the environment, to music, to politics and*
- 5. access to many university library catalogs, the Library of Congress and ERIC.*

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. On a global network it is impossible to control all materials and a user may discover controversial information. The District believes that the valuable information and interaction available on this worldwide network far outweighs the possibility that a user may procure material that is not consistent with educational goals.

Internet access is coordinated through an association of the Mahoning County Educational Service Center and ACCESS. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of the network resources. If a user violates any of these provisions, his/her account is terminated and future access may be denied. The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

Personal Responsibility

By signing this policy, the student and parent are agreeing to follow the rules contained in this policy and to report any misuse of the network to the person(s) designated by the District for such reporting. Misuse means any violation of this policy or any other use that is not included in the policy but has the effect of harming the system or the property of others.

Terms of the Permitted Use

A student who submits to the District, as directed, a properly signed policy and follows the policy to which he or she has agreed will have computer network and Internet access. Access to the computer network and the Internet will expire when the student is no longer enrolled in the District or when the parent or guardian revoke their agreement in writing.

Internet – Terms and Conditions

1. Acceptable Use – The purpose of the Austintown Local School District computer accounts is to support educational research in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work and communications. If the student has any doubt about whether a contemplated activity is for educational purposes, he or she may consult with the person(s) designated by the District to assist the student in deciding if a use is appropriate. Use of another organization's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret. Use for commercial activities or product advertisement is not acceptable.

2. Privileges – The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. (Each student who receives an account must attend an in-service, which will include discussion on the proper use of the network.) The system administrator determines what is inappropriate use and his/her decision is final. Also, the system administrator may close an account at any time as required. Administrators may deny, revoke or suspend through the system administrator the use of the account. Faculty and staff may also request the appropriate administrator to deny, revoke or suspend specific user accounts.

3. Unacceptable Use – Among the uses of the network that are considered unacceptable and which constitute a violation of this policy are the following:

A. Uses that violate Federal or State law or encourage others to violate the law. Users should not transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the District's student discipline policy and the Code of Student Conduct; view, transmit or download obscene or pornographic materials or 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, the user should assume that all materials are protected unless there is explicit permission on the materials to use them.

B. Uses that cause harm to others or damage to their property. Users should not engage in defamation (harming another's reputation by lies); employ another's password or some other use identifier that misleads message recipients into believing that another person is communicating or otherwise use another's access to the network or the Internet; upload a worm, virus, "Trojan horse," "time bomb" or other harmful form of programming or vandalism or participate in "hacking" activities or any form of unauthorized access to other computers, networks or information systems.

C. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet. Users should not disclose or share their password with others or impersonate another user.

D. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Users should not give others private information about themselves or others, including credit card numbers and Social Security numbers.

4. Netiquette – All users are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

A. Be polite. Do not be rude or abusive in messages to others.

B. Use appropriate language. Do not swear or use vulgar, suggestive, obscene, belligerent, threatening, harassing or any other inappropriate language.

C. Avoid language and uses, which may be offensive to other users. Do not use access to make, distribute or redistribute jokes, stories or other material which contains or is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, disability or sexual orientation.

D. Do not assume that a sender of e-mail is giving his or her permission 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 it is known that the individual would have no objection.

E. Do not use the network in such a way that would disrupt the use of the network by other users.

F. Be considerate when sending attachments with e-mail (when 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.

Internet Safety

1. 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 that are inappropriate for school-aged pupils. Every user must take responsibility for his or her use of the computer network and the Internet and stay away from these sites. Parents of minors are the best guides to materials to avoid. If a student finds that other users are visiting offensive or harmful sites, he or she should report such use to the person designated by the school.

2. Personal Safety. Be safe. In using the computer network and Internet, users should not reveal personal information, such as a home address or telephone number. Users should not use their last names or reveal any other information that might allow a person to locate the user without first obtaining the permission of a supervising teacher. Users should not arrange a face-to-face meeting with someone they "meet" on the computer network or Internet without parental permission (if under 18). Regardless of age, users should never agree to meet a person they have only communicated with on the Internet in a secluded place or in a private setting.

3. "Hacking" and Other Illegal Activities. It is a violation of this policy to use the District'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 that violates State or Federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or that violates any other applicable law or municipal ordinance, is strictly prohibited.

4. 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 over 18 years of age, 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 State law, for internal administrative purposes or approved educational projects and activities.

5. Active Restriction Measures. The District, either by itself or in conjunction with the Data Acquisition Site providing Internet access, utilizes filtering software or other technologies to prevent students from accessing visual depictions that are: **obscene; child pornography or harmful to minors.**

The District also monitors the on-line activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material that is inappropriate for minors. Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 or older.

The term "harmful to minors" is defined as meaning any picture, image, graphic image file or other visual depiction that:

A. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, gender or excretion;

B. 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 or

C. taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

Privacy

Network and Internet access is provided as a tool for education. The 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 District and no user shall have any expectation of privacy regarding such materials.

Warranties/Indemnification

The District makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer network and the Internet provided under this policy. It is not responsible for any claims, losses, damages or costs (including attorney fees) of any kind, suffered directly or indirectly, by any user or his/her parent(s) or guardian(s) arising out of the user(s) use of its computer network or the Internet under this policy. By signing this policy, users are taking full responsibility for their use, and the user who is 18 or older or, in the case of the user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the Austintown Local School District, the school, and the Data Acquisition Site that provides computer and Internet access to the District and all of their Board members, 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 or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with the District in the event the District initiates an investigation of the user's use of his or her access to its computer network and the Internet, whether that use is on a District computer or on another computer outside the District's network.

Charges

The user will be responsible for any monetary charges incurred for use or purchase through computer accounts.

Failure to Follow Policy

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

Updates

Users and, if appropriate, the user's parents/guardians may be asked from time to time to provide new or additional registration and account information or to sign a new policy to reflect developments in the law or technology. Such information must be provided by the user, (or his/her parents/guardians) or the new policy must be signed if the user wishes to continue to receive service. If, after account information has been provided, some or all of the information changes, the user must notify the person designated by the District to receive such information.

Acceptance of Terms and Conditions

All terms and conditions as stated in this document are applicable to the Austintown Local School District. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the state of Ohio and the United States of America.