

# Holgate Local Schools

## Computer Network and Internet Acceptable Use Policy and Agreement

The Holgate Local School District is pleased to make available to student's access to interconnected computer systems within the district and to the Internet, the worldwide network that provides various means of accessing significant educational materials and opportunities.

In order for the School District to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the School's teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Below is the Computer Network and Internet Acceptable Use Policy and Agreement ("Policy and Agreement") of the School District and the Data Acquisition Site that provides Internet access to the School District. Upon reviewing, signing, and returning this Policy and 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 Policy. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the Policy. The School District cannot provide access to any student who, if 18 or older, fails to sign and submit the Policy to the School as directed or, if under 18, does not return the Policy and Agreement as directed with the signatures of the student and his/her parents or guardians.

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 person that your School has designated as the one to whom you can direct your questions. If any user violates this Policy and Agreement, the student's access will be denied, if not already provided, or withdrawn and s/he may be subject to additional disciplinary action.

### **I. Personal Responsibility**

By signing this Policy and Agreement, you are agreeing not only to follow the rules in this Policy and Agreement, but also are agreeing to report any misuse of the network to the person designated by the School for such reporting. Misuse means any violations of this Policy or any other use that is not included in the Policy, but has the effect of harming another or his or her property.

### **II. Term of Permitted Use.**

A student who submits to the School, as directed, a properly signed Policy and Agreement and follows the Policy to which she or he has agreed will have computer network and Internet access during the course of the school year only. Students will be asked to sign a new Policy and

Agreement each year during which they are students in the School District before they are given an access account.

### III. Purpose and Use.

**A.** 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 the person(s) designated by the School to help you decide if a use is appropriate.

**B. Netiquette.** All users must abide by rules of network etiquette, which include:

- **1. Be polite.** Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent or threatening language.
- **2. Be safe.** In using the computer network and Internet, do not reveal personal information such as your home address and telephone number. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet, if you are under 18 without parental permission, and regardless of age, in a secluded place or in a private setting.

Among uses that are considered **UNACCEPTABLE** and constitute a violation of this Policy and Agreement are:

- **3. Uses that are offensive** to others. Don't use access to make ethnic, sexual preference or gender-related slurs or jokes.
- **4. 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 Pupil Conduct Code; view, transmit or download 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 material. 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.
- **5. Plagiarism and Copyright Infringement.** You **will not plagiarize** words that you find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours. You will **respect the rights of copyright owners**. Copyright infringement occurs when you inappropriately reproduce a work that is protected by copyright. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner. Direct any questions regarding copyright law to a teacher.
- **6. 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, trojans, time bombs. Or other harmful programming or vandalism.
- **7. Uses that jeopardize the security of student access and of the computer**

**network** or other networks on the Internet. For example, don't disclose or share your password with others; impersonate another.

- **8. Uses that are commercial transactions.** Students 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.
- **9. Uses that access controversial or offensive materials.** All users and their parents/guardians are advised that access to the electronic network may include the potential for access to material inappropriate for school-aged pupils. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guides to materials to shun. 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.

#### **IV. Privacy**

Network and Internet access is provided as a tool for your education. 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 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 Policy and Breach of Agreement**

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this Policy and breaches his/her Agreement, 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 student's tenure in the School District. A user breaches his or her Agreement not only by affirmatively violating the above Policy, but also by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Policy and Agreement 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 take other disciplinary action.

#### **VI. 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 and the Internet provided under this Policy and Agreement. 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 parents(s) or guardian(s) are arising out of the user's use of its computer networks or the Internet under this Policy and Agreement. By signing this Policy and Agreement, users are taking full responsibility for his or her use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the School, the School District, the Data Acquisition Site that provides the computer and Internet access opportunity 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 or, if the user is a minor, the user's parent(s) or guardian(s) agree 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 and the Internet, whether that use is on a School computer or on another's outside the School District's network.

## **VII. Acceptance of responsibility for the use of computer equipment property of Holgate Local Schools.**

Holgate Local School has purchased several computers (laptop and alpha smart keyboards) with the intent to help students complete work at home. A student may check a lap top or alpha smart keyboard computer out for a period of time scheduled by the lab personnel. While there is no rental charge for this service, it is important that both students and parents understand they accept the responsibility for the safe keeping of this equipment until it is checked back in. Any loss or damage to the equipment (laptop or alpha smart keyboard) while in the custody of the student will need to be paid for by the student or his/her parents. Certain homeowner policies may cover the loss or damage to this equipment.

### **N. The following check out form will be used for lap top check out:**

The value of the computer to be checked out is: \_\_\_\_\_

The serial number of the computer is: \_\_\_\_\_

The school ID number is: \_\_\_\_\_

Check Out Date	Return Date
_____	N. _____

N. I, we understand the obligation involved and will accept this responsibility for any loss or damage to the computer identified above.

\_\_\_\_\_ Student's signature

\_\_\_\_\_ Date

## **VIII. 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 and Agreement, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new Policy and Agreement 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.

Student's agreement (every student, regardless of age, must read or have it read to them and

sign below):

I have read (or have had read to me), understand and agree to abide by the terms of the foregoing Acceptable Use Policy and Agreement. Should I commit any violation or in any way misuse my access to the School District's computer network and the Internet, I understand and agree that my access privilege may be revoked and School Disciplinary action may be taken against me.

Home

phone: \_\_\_\_\_

Name (print clearly)

Date: \_\_\_\_\_

User signature

Address

User (place an X in the correct blank): I am 18 or older \_\_\_\_\_ I am under 18 \_\_\_\_\_

If I am signing this Policy and Agreement when I am under 18, I understand that when I turn 18, this Policy and Agreement will continue to be in full force and effect and agree to abide by this Policy and Agreement.

Parent or Guardian Network Usage Agreement (to be read and signed by parents or guardians of students who are under 18):

As the parent or legal guardian of this student, I have read, understand and agree that my child or ward shall comply with the terms of the School District's Acceptable Use Policy and Agreement for the students' access to the School District's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the School to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the Policy and Agreement. I am therefore signing this Policy and Agreement and agree to indemnify and hold harmless the School, the School District and the Data Acquisition Site that provides the

opportunity to the School District for computer network and Internet access against all claims, damages, losses and costs, of whatever kind, that may result from my child's or ward's use of his or her access to such networks or his or her violation of the foregoing Policy and Agreement. Further, I accept full responsibility of supervision of my child's or ward's use of his or her access account if and when such access is not in the School setting. I hereby give permission for my child or ward to use the building-approved account to access the School District's computer network and the Internet. I have read and understand the policy pertaining to checking out equipment (lap tops and alpha smart keyboards) owned by Holgate Local Schools for home use.

Parent: Place an X in the appropriate blank:

\_\_\_\_\_ I do want my child to have the privilege of checking out equipment (lap tops and alpha smart keyboards) from Holgate Local Schools during the school year.

\_\_\_\_\_ I do NOT want my child to check out equipment (laptops and alpha smart keyboards) from Holgate Local Schools.

Phone: \_\_\_\_\_

Parent/Guardian Name (Please print clearly)

Date: \_\_\_\_\_

Signature

Address