

# ***Acceptable Use of Technology Agreement Including Internet Use & Safety***

## **Education Purpose Statement**

The District provides access to technology, including Internet access to enhance the instruction of its students and achieve the goals established by the District Board of Education and the Ohio Department of Education. This Agreement is established to promote the use of technology, including Internet access in a manner that leads to a safe and worthwhile educational experience for all. Therefore, the District is committed to providing teaching on Internet safety.

## **Scope/Definitions**

Technology, including the Internet, is a source of instructional material to which students and employees have access both inside and outside the boundaries of the school physical and temporal environment. This Agreement and the associated rules and regulations refer to all devices including but not limited to computers, smart phones, digital tablets, electronic computing communication, recording or imaging devices including but not limited to MP3 players, portable memory storage devices, calculators with interfacing capability, cell phones and digital cameras as well as technology infrastructure, associated peripheral devices and software:

- Owned by, leased by or on loan to the District or any third party engaged in providing services for the District.
- Any computing or telecommunication device owned by, in the possession of or being used by district students that are operated on the grounds of any district facility, off grounds at a school sponsored function or connected to any equipment at any district facility by means of direct connection, telephone line or other common carrier or any type of connection including both hardwired, fiber, infrared and/or wireless.

This Agreement applies to any online service provided directly or indirectly by the District for student use. Examples of online services include but are not limited to electronic mail, web sites, cloud based computing applications and social media sites. Students agree to abide by any license agreement established with a third party.

This Agreement is in effect for any school sponsored activity at any time or any place.

The Internet can be accessed by a variety of electronic devices including those not provided by the District. Because the material available on the Internet varies in quality and appropriateness and instructional material obtained from the Internet may have not been selected ahead of time in a manner similar to the way other instructional material is selected such as textbooks, software, or library books, the District cannot guarantee accuracy, appropriateness and opinions expressed in the materials.

Any implementation of the use of student-owned device for instructional use must follow all district rules and policies and may require a separate signed approval by parent or guardian.

## **Statement of Procedures**

In order to maintain and encourage appropriate and effective use of Internet access, computer technology and connectivity, a set of rules for computer and network use have been established. Students must read and abide by these rules established by the District and their respective buildings and classrooms.

The District provides technology and Internet access in a good faith attempt to promote the safe, ethical, responsible, and legal use of this instructional resource. This access is intended to promote the effective use of technology and the Internet for educational purposes, protect students against potential dangers and ensure accountability. This access is not intended to function as a public access service or a public forum. The District reserves the right to restrict this access to ensure that its use is in accord with its educational purpose.

## ***Acceptable Use of Technology Agreement Including Internet Use & Safety***

The District prohibits student-teacher interaction on social networking sites unless such interaction is specifically educational in nature. Any digital communication between district employees and students is expected to follow all district policies and the Ohio State Board of Education's Licensure Code of Professional Conduct for Ohio Educators.

Internet safety issues may arise around the access to and use of the Internet, internet-ready, and other electronic devices in a manner that promotes safe, civil and legal online activity for children, digital citizenship and literacy and recognizing and responding to cyber bullying. The District will offer training in the use of the Internet and students are required to participate in training. The training will address appropriate online behavior, cyber bullying awareness and response as well as proper etiquette when interacting with other individuals in social networking sites and chat rooms. Training relating to online safety issues may be made available for parents and guardians.

Student activities will be structured in a manner that is appropriate to the age and skill level of students. This approach is adopted in recognition of the importance of providing more secure environments for younger students and supporting safe, responsible and independent use by older students.

### **Disclaimers/Hold Harmless Clause**

The District makes no warranties of any kind, expressed or implied, in connection with its provision of access to the Internet or online services, technology or technology infrastructure provided to its students, staff or visitors. The District is not responsible for any personal documents or information stored on district technology or associated services nor is it responsible for any harm from the release of confidential information. The District will not be responsible for any damage users may suffer, including but not limited to loss of data, interruptions of service, or exposure to inappropriate material or people. The District is not responsible for the accuracy or quality of the information obtained through Internet access. The District will not be responsible for financial obligations arising through unauthorized or inappropriate use.

### **Copyright/Ownership**

Copyrighted materials may not be placed on any service accessed via the Internet or any system connected to the District's system(s) and used in conjunction with District initiatives without permission from the holder of the copyright and materials must be licensed directly to the District. Only the owners or authorized individuals may upload or download copyrighted material to and from the district's systems. Unauthorized copyrighted materials will be removed upon notification.

### **Privacy/Monitoring/Confidentiality**

Users shall have no expectation of privacy when utilizing district technology or related services. At any time and without prior notice, the District reserves the right to monitor, inspect, copy, review and/or store any and all results of computers, network and/or Internet access and any and all information transmitted or received in connection with such usage. This includes, but is not limited to, information contained in online services provided by the District. All such information shall be and remain the property of the District. The creator of original works may retain specific rights to use as applicable under U.S. copyright law.

Students shall maintain and protect the confidentiality of any confidential information housed, processed or maintained by the District. This includes but is not limited to account information, passwords and personal information.

### **Prohibited Practices**

The use of technology for any purpose that violates the student code of conduct, board policies, rules or regulations regarding the use of technology in the district, building or classroom or any use which is outside the educational purpose is prohibited. This includes, but is not limited to:

## ***Acceptable Use of Technology Agreement Including Internet Use & Safety***

- Theft, destruction of property
- Purchasing goods or services
- Bullying
- Interfering with the normal functioning of computers, systems or networks
- Accessing, modifying or deleting files/data that do not belong to you
- Giving your username or password to any other student, or using the username or password of someone else to access any part of the system
- Viewing, transmitting or downloading pornographic, obscene, vulgar and/or indecent materials
- Sending or publishing offensive or harassing messages/content
- Accessing dangerous information that, if acted upon, could cause damage or danger to others
- Violating copyright laws and/or district policy on plagiarism
- Recreational/non-educational use of electronic communication
- "Hacking" and other illegal activities in an attempt to gain unauthorized access to restricted files, other computers/systems. Uploading any harmful form of programming, bypassing filters; installing any type of server, aliasing/spoofing, peer-to-peer networking or remote-control software. Possession of and/or destruction of any of software tools designed to facilitate any of the above actions will also be considered an offense
- Saving inappropriate files to any part of the system, including but not limited to music files, movies, video games offensive images/files, programs which can be used for malicious purposes, any files for which you do not have a legal license, hobby or personal interest files, even if not offensive or inappropriate
- Any file which is not needed for school purposes or a class assignment

Students are required to report any occurrence of a prohibited practice to the school building administrators immediately. It is recognized that the use of technology, including but not limited to Internet access is a privilege and not a right. The District reserves the right to withdraw access to technology, including but not limited to, the Internet through its network and to determine what constitutes improper use.

### **Consequences**

Those who violate this Agreement and those failing to report violations shall be dealt with following established student discipline guidelines. The District also reserves the right to administer the appropriate disciplinary action in accordance with the "Student Code of Conduct" which includes but is not limited to detention, in school suspension, out of school suspension or expulsion. Any infractions that fall under the provisions of the Ohio and Federal Criminal Codes will be referred to the appropriate law enforcement agencies.

### **Ban of Criminal and Illegal Acts**

In addition to the rules and guidelines stated in this Agreement, the District prohibits the use of any technology or service in the commission of any criminal or illegal act or the preparation for, communication about or the cover up of such actions and will refer offenders to proper law enforcement agencies. The District also reserves the right to seek monetary and/or other damages resulting from any criminal or illegal act or violation of this Agreement.

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### **Signatures/Acknowledgement**

Students and residential parent(s) or guardian(s) shall agree to and acknowledge the information disclosed in this agreement by signing below. This agreement is in effect until the student leaves the District or a new agreement is required. For students 18 years and older, the student agrees that they understand and agree to abide this agreement. For all other students, the parent agrees that they have explained this agreement to their child and that the child agrees to abide by the agreement.

\_\_\_\_\_  
Student Name (please print) Last, First, M.I.

\_\_\_\_\_  
Parent Name (please print)

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

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Building

\_\_\_\_\_  
Home Phone

- I am 18 or older
- I am under 18

Please return page 4 only to your homeroom teacher.