

# Paint Valley Local School District

## Computer Network and Internet Acceptable Use Policy for Students

Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the right to freedom of speech and the corollary right to receive information. Such rights extend to minors as well as adults. Schools facilitate the exercise of these rights by providing access to information regardless of format or technology. In a free and democratic society, access to information is a fundamental right of citizenship.

In making decisions regarding student access to the Internet, the Paint Valley Local 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 Internet enables students to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The District expects that faculty will blend thoughtful use of the Internet throughout the curriculum and will provide guidance and instruction to students in its use. As much as possible, access from school to Internet resources should be structured in ways which point students to those which have been evaluated prior to use. While students will be able to move beyond those resources to others that have not been previewed by staff, they shall be provided with guidelines and lists of resources particularly suited to learning objectives.

Outside of school, families 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.

Students utilizing District-provided Internet access must first have the permission of and must be supervised by the Paint Valley Local School District's professional staff. Students utilizing school-provided Internet access are responsible for good behavior on-line just as they are in a classroom or other area of the school. The same general rules for behavior and communications apply.

The purpose of district-provided Internet access is to facilitate communications in support of research and education. To remain eligible as users, students' use must be in support of and consistent with the educational objectives of the Paint Valley Local School District. Access is a privilege, not a right. Access entails responsibility.

This document shall constitute the School District's Computer Network and Internet Acceptable Use Policy for students ("Policy"), and applies to all students who use or access the Network. A copy of this Policy shall be provided to students and their parents. Any use of your account that violates these policies may result in your access being withdrawn and/or additional disciplinary action. Violations of these policies are considered violations of the Student Code of Conduct and may result in disciplinary action up to and including suspension, expulsion, and/or referral to law enforcement. The District reserves the right to seek reimbursement of expenses or damages arising from student violations of these policies.

### **1. *Reporting Misuse of the Network***

In addition to following the terms of this Policy, you should report any misuse of the Network to a teacher or to a building administrator. Misuse means any violation of this policy, such as commercial use of these resources, criminal activity, inappropriate content of e-mail sent to you by someone, or any other use that is not included in this policy but has the intent or effect of harming another or another's property.

### **2. *Term of the Permitted Use***

Access to the Network is a privilege, not a right, and as such it may be suspended or revoked by the School District at any time for any reason. The School District may also limit access depending on student and staff schedules, equipment availability, or other constraints.

### 3. *Access*

Network resources are only for use by authorized users. Anonymous use is not permitted, and access may not be shared or transferred. Students in grades K-5 are assigned user id's (their first initial, last name and projected year of graduation) and passwords that match their student ID number. Students in grades 6-12 are assigned user id's (their first initial, last name and projected year of graduation) and passwords that are six numbers that are randomly generated. Students shall not share their passwords or otherwise allow anyone to gain unauthorized access to the Network or the Internet. If you think someone may know your password, tell a teacher or building administrator and it will be changed. A student is subject to disciplinary action for any violations of this Policy committed by someone else who, with the student's express or implied permission or through the student's negligence, accesses the Network with the student's password.

### 4. *Purpose and Use*

The School District is providing you access to its Network primarily to support and enhance your educational experience. Uses that interfere with normal District business or violate District policies are strictly prohibited, as are uses for the purposes of engaging in or supporting any kind of business or other profit-making activity. If you have any doubt about whether a contemplated activity is permitted, you may consult with a teacher or building administrator to help you decide if a use is appropriate.

### 5. *Netiquette*

All users must abide by the rules of Network etiquette. Among the uses and activities that violate Network etiquette and constitute a violation of this Policy are the following:

- (a) Using inappropriate language, including swearing, vulgarities or other language that is suggestive, obscene, profane, abusive, belligerent, harassing, defamatory or threatening.
- (b) Using the Network to make, distribute or redistribute jokes, stories or other material that would violate this Policy or the School District's harassment or discrimination policies, including material that is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, sexual orientation or other protected characteristics.
- (c) Forwarding or redistributing the private message of an e-mail sender to third parties or giving the sender's e-mail address to third parties without the permission of the sender.
- (d) Creating technical difficulties for others, such as sending e-mail attachments that are too large to be accommodated by the recipient's system.
- (e) Attempting to reach Internet sites blocked by the software on school computers or to "hack" into other accounts or restricted information.
- (f) Using the Network in a manner inconsistent with the expectations of the Paint Valley Local School District conduct of students. When using the Network, students should remember that they are representing themselves and their school to others.

### 6. *Unacceptable Uses*

Among the uses and activities that are known to be unacceptable and constitute a violation of this Policy are the following:

- (a) **Uses or activities that violate the law or District policy**, or that encourage others to violate the law or District policy. Among such uses or activities are the following:
  - (i) Offering for sale or use or soliciting the purchase or provision of any substance the possession or use of which is prohibited by law or District policy.

- (ii) Creating, copying, viewing, transmitting, downloading, uploading or seeking sexually explicit, obscene or pornographic materials.
  - (iii) Creating, copying, viewing, transmitting, downloading, or uploading any materials that include the design or information for the purposes of creating an explosive device, materials in furtherance of criminal activities or terrorist acts, threatening materials or any other materials that violate or encourage others to violate the law or District policy.
  - (iv) Unauthorized copying, modifying, intruding, or attempts to copy, modify or intrude, into the folders, files, data, work, Networks, passwords or computers of others, or intercepting communications intended for others.
  - (v) Copying, downloading, uploading or transmitting student information, other confidential information or trade secrets.
  - (vi) Downloading and saving music or images, unless given permission by a teacher.
  - (vii) Engaging in harassment, stalking, or other repetitive unwanted communication, or using the Internet in support of such activities
  - (viii) Engaging in or supporting any kind of business or other profit-making activity.
- (b) **Uses or activities that cause damage to property.** Among such uses or activities are the following:
- (i) Uploading, downloading, creating or transmitting a computer virus, worm, Trojan horse, or other harmful component or corrupted data, or vandalizing the property of another. Vandalism includes any attempt to hack, alter, harm, destroy or interfere with the normal operation of software, hardware, data of another user, other District Network resources, or the use of the District Network to do any of the same acts on the Internet or outside Networks.
  - (ii) Uploading, downloading, copying, redistributing or republishing copyrighted materials without permission from the owner of the copyright. Even if materials on the Network are not marked with the copyright symbol, you should assume that they are protected under copyright laws unless there is explicit permission on the materials to use them.
- (c) **Commercial uses.** At no time may the Network or the Internet be accessed (including sending e-mail) for purposes of engaging in or supporting any kind of business or other profit-making activity. You may not sell or buy anything over the Internet, and you may not solicit or advertise the sale of any goods or services (whether to one recipient or many, such as "junk e-mail").
- (d) **Uses or activities that are unrelated to legitimate District purposes.** Users may not, during the school day, access the Internet for purposes of personal shopping, buying or selling items, connecting with a personal web site or weblog that is not part of a class project, receiving or posting messages to web sites or weblogs not part of a class project, participating in any type of gaming activity, engaging in social or hobby activities during class time, engaging in or supporting any kind of business or other profit-making activity, or for general recreational web browsing unless it is during non-class time. (*Examples:* Amazon, eBay, Expedia, Drudge Report, dating services, chat rooms, poker web sites, CNN, ESPN.)
- (e) **Using non-district e-mail.** All use of e-mail must be through the School District's e-mail service. The use of other providers of e-mail (such as Hotmail or Yahoo) through the Network is prohibited. Use of e-mail for non-district purposes, such as for operation of private business enterprises, is strictly prohibited.
- (f) **Uses that degrade or disrupt the operation of the Network or that waste limited computer and printer supplies or telephone resources.** For example, do not waste toner or paper in printers, and do not send chain letters, even for non-commercial or apparently "harmless" purposes, as these, like "junk e-mail," use up limited Network capacity resources.

- (g) **Uses that mislead others** or violate the standards of academic or personal integrity, including but not limited to plagiarism, disseminating untrue information about individuals or groups, or using another's password or some other user identifier that makes message recipients believe that someone other than you is communicating or otherwise using the other's access to the Network.
- (h) **Political uses:** Creating, transmitting or downloading any materials that support or oppose the nomination or election of a candidate for public office or the passage of a levy or a bond issue. Additionally, users shall not solicit political contributions through the Network from any person or entity or conduct any type of campaign business.
- (i) **Installing hardware or downloading and installing software** without the prior consent of the District's technology supervisor. Students may not move, repair, reconfigure, modify or attach any external devices to Network equipment, computers or systems. Students shall not remove, alter or copy district software for their own personal use or for the use of others.

**7. Confidentiality**

The confidentiality of any information stored in, created, received or sent over the e-mail system or through Internet access cannot be assured. To the extent feasible, students should therefore avoid transmitting personal information over the e-mail system or through Internet access.

**8. Privacy**

Network access is provided as a tool for educational uses. 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 Network and any and all materials, files, information, software, communications (including emails) and other content transmitted, received or stored in connection with this usage. All such information, content and files shall be and remain the property of the School District and you should not have any expectation of privacy regarding those materials. The technology supervisor or administrators may review files and intercept communications for any reason, including but not limited to purposes of maintaining system integrity and ensuring that users are complying with this policy.

**9. Entertainment Sites (Social Networking and Gaming Sites)**

Students may use the computer system only for legitimate educational purposes, which include classroom and independent research that is similar to the subjects studied in school. Students shall not access entertainment sites, such as social Networking sites (Example: Blogs) or gaming sites, except for legitimate educational purposes under the supervision of a teacher or other professional.

**10. Ban on Personal Mobile Devices**

All student use of the district Internet system or personal cell phones, laptops, digital cameras or other electronic devices is subject to the provisions of the Disciplinary Code. Students may not share or post personal information about or images of any other student or staff member. If a student is found to have used a personal cell phone or digital device in a manner that is not in accord with this Acceptable Use Policy, in addition to other disciplinary actions, the administrator may ban the student's use of any personal electronic device.

**11. Student Expressions on Web Sites & Blogs (Off School Grounds Actions)**

Maintaining or posting material to a web site or blog that threatens a likelihood of substantial disruption in school, including harming or interfering with the rights of other students and/or staff to participate fully in school or extracurricular activities, is a violation of the student disciplinary code and subject to appropriate discipline.

**12. Web Sites**

Web sites created through the Network and/or linked with the School District's official web site must relate specifically to District-sanctioned activities, programs or events. Web sites created using the Network or the School District's equipment, or web sites created as part of a classroom or club assignment or activity are the sole and exclusive property of the School District. The School District reserves the right to require that all material and/or links with other sites found to be objectionable be altered or removed.

**13. Workstation Configuration**

The user agrees to not modify the configuration of any workstation. Prohibited changes include but are not limited to: installation of software or downloaded programs, changing desktop wallpaper / background, screensavers, and proxy settings.

**14. Failure to Follow Policy**

Your use of the Network is a privilege, not a right. If you violate this Policy, you are subject to disciplinary action. At a minimum you will be subject to having your access to the Network terminated, which the School District may refuse to reinstate for the remainder of your time as a student at Paint Valley Local School District. At the maximum, you may be suspended or expelled and additional disciplinary action may be determined at the building level in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

You breach this Policy not only by violating the above Policy yourself, but also by failing to report any violations by other users that come to your attention. A violation of this Policy may also be a violation of the law and subject the user to criminal or civil investigation and prosecution.

It is a violation of this policy to use any electronic technology, including but not limited to any software, hardware, or externally provided service, or to do any other act in an effort to disguise your Network or Internet activities that would otherwise be a violation of this policy.

**15. Warranties and Indemnification**

The School District makes no warranties of any kind, either express or implied, in connection with its provision of access to or use of its Network. It shall not be responsible for any claims, losses, damages or costs (including attorneys' fees) of any kind suffered, directly or indirectly, by any student arising out of the student's use of, or inability to use, the Network. Each student is responsible for backing up his or her files. The School District is not responsible for the accuracy of information obtained through electronic information resources, and this information should be used at the student's own risk.

By accessing the Network, you are agreeing to cooperate with the School District in the event of the School District's initiating an investigation of use or access to the Network through your account, whether that use is on a School District computer or on another computer outside of the Network. By accessing the Network, you are further agreeing to indemnify and hold the School District and the Data Acquisition Site and all of their administrators, teachers and staff harmless from any and all loss, costs, claims or damages (including attorneys' fees) resulting from access to and use of the Network through your account, including but not limited to any fees or charges incurred through purchases of goods or services by the user.

**16. Updates**

You may be asked from time to time to provide new or additional registration and account information to reflect developments in the law or technology. You must provide this information in order for you to continue receiving access to the Network. If, after you have provided your account information, some or all of the information changes, you must notify the Technology Supervisor or other person designated by the School District to receive this information.

## **Internet Safety**

### **General Warning; Responsibility of Parents and Users**

All users and their parents/guardians are advised that access to the Network may include the potential for access to materials inappropriate for school-aged pupils. Every user must take responsibility for his or her own use of the computer Network, Internet and E-mail systems, and should stay away from inappropriate material and/or sites. Parents of minors are the best guide to help them understand which materials should be shunned. If a student finds that other users are visiting harmful or offensive sites, or if he or she is able to access inappropriate sites, he or she should report such use to the person designated by the school immediately.

### **Personal Safety**

Be Safe. In using the computer Network, Internet and email, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining permission from a supervising teacher. Do not arrange face to face meetings with someone you meet on the Internet or through E-mail without your parents'/guardians' permission (if you are under 18). Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet or through E-mail in a secluded place or private setting.

### **“Hacking” and Other Illegal Activities**

It is a violation of this policy to use the School’s computer Network or the Internet to gain unauthorized access to other 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 material, or which violates any other applicable law or municipal code, is strictly prohibited. Any attempt to bypass district Internet filtering is strictly prohibited.

### **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. Users should not give out private information about themselves or others. A supervising teacher may authorize the release of directory information as defined by Ohio law, for internal administrative purposes or approved educational projects and activities.

### **Active Restriction Measures**

The school, either by itself or in combination with other schools and the Data Acquisition Site providing Internet services, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) Obscene, (2) Child Pornography, (3) Harmful to minors. The school will also monitor the online activities of students through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material which is inappropriate for minors. Internet filtering software or other technology-based protection systems may be disabled by a technology supervisor or school administrator, as necessary, for the purposes of bona fide research or other educational projects being conducted by students age 17 and older.

### **Addendum:**

Consent Form Regarding Release of Student Information

**Paint Valley Local School District's *STUDENT AGREEMENT******Every student, regardless of age, must read and sign below:***

I have read, understand and agree to abide by the terms of the foregoing Computer Network and Internet Acceptable Use Policy. Should I commit any violation or in any way misuse my access to the Paint Valley 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.

\_\_\_\_\_  
Student Name (Print Clearly)

Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Place and "X" in the appropriate blank:** I am under 18 \_\_\_\_\_. I am 18 or older \_\_\_\_\_.

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

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

\_\_\_\_\_  
Date

**PARENT'S OR GUARDIAN'S AGREEMENT**

\_\_\_\_\_  
Student's Name

***To be read and signed by the parent or guardian of students who are under 18:***

As the parent or legal guardian of the above student, I have read, understand and agree that my child or ward shall comply with the terms of the Paint Valley School District's Computer Network and Internet Acceptable Use Policy for the student's 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 District to restrict access to all offensive and controversial materials and understand my child's or ward's abiding by the Policy. I am therefore signing this Policy 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. Further, I accept full responsibility for 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.

\_\_\_\_\_  
Parent or Guardian Name (Print Clearly)

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

ADOPTED: May 2007

REVISED:

Legal References: Children's Internet Protection Act of 2000 (H.R. 4577, P.L. 106-554)

Communications Act of 1934, as amended (47 U.S.C. 254[h], [l])

Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)

# Addendum #1

## Paint Valley Local School District

### Consent Form Regarding Release of Student Information

Student Name \_\_\_\_\_

Grade \_\_\_\_\_

#### I. Permission to Display Photograph, Audio, Video or Electronic Images

I give my consent (or do not give consent) for photographs, audio, video, or electronic images of my student, to be used by the Paint Valley Local School District for exhibition, public display, publication, publicity materials, advertising, a news media story, video, audio, or other electronic media, such as the Internet, television, CD-ROM, or DVD. I understand that my student's full name may also be used with such display may be used on the District's Website.

\_\_\_\_\_ I give my consent.

\_\_\_\_\_ I do not give my consent.

#### II. Permission to Display Student Work

I give my consent (or do not give consent) for original written materials, artwork, or other work created by my student during the course of instruction to be used by the Paint Valley Local School District for exhibition, public display, publication, publicity materials, advertising, a news media story, video, audio, or other electronic media, such as the Internet, television, CD-ROM, or DVD. I understand that my student's full name may also be used with such display except that only my student's first name will be used on the District's Website. If the consent is denied, such denial shall not apply where the student's material is incorporated into a greater or larger body of work (such as a student's voice in a choral recording).

\_\_\_\_\_ I give my consent.

\_\_\_\_\_ I do not give my consent.

#### III. Permission for News Stories

I give consent (or do not give consent) for quoted statements given by my student, or photographs, audio, video, or electronic images of my student, with possible identification by full name, to be used for the purpose of news stories or interviews about Paint Valley Local School District or educational experiences by our area news media.

\_\_\_\_\_ I give my consent.

\_\_\_\_\_ I do not give my consent.

#### IV. Permission for Educational Correspondence

I give consent (or do not give consent) for my student to participate in letter writing as part of the educational experience to people outside the school district (e.g., pen pals, thank you letters, letters to authors, or letters to public officials) and I understand these letters may include the student's full name and may include other personally identifiable information about the student.

\_\_\_\_\_ I give my consent.

\_\_\_\_\_ I do not give my consent.

\_\_\_\_\_  
Signature of parent or responsible custodian/guardian  
(Student signature, if the student is 18 or older)

\_\_\_\_\_  
Printed name of parent or responsible custodian/guardian

\_\_\_\_\_  
Date