

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

## **Education Purpose Statement**

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

## **Scope/Definitions**

This Agreement and the associated rules and regulations refer to all devices as "technology" including, but not limited to, computers, smart phones, digital tablets, electronic computing communication, recording or imaging devices in addition to technology infrastructure, associated peripheral devices and software that includes:

- devices owned by, leased by or on loan to the District or any third party engaged in providing services for the District; or
- any computing or telecommunication devices owned by, in the possession of or being used by District authorized users 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, Virtual Private Network (VPN), infrared and/or wireless.

This Agreement applies to any online service provided directly or indirectly by the District for staff use. Examples of online services include but are not limited to, electronic mail, web sites, cloud based computing applications and social media sites. Users 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 employee or student owned device for instructional use must follow all District rules and policies and may require a separate signed approval by a parent or guardian for students, or the technology coordinator for employees.

## **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. Authorized users (including all students and employees) 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, allow staff to carry out their job responsibilities, and ensure accountability. This access is not intended to function as a public access service or a public forum. The District reserves

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the right to restrict the access of any authorized user to ensure that its use is in accord with its educational purpose.

The District prohibits student-employee and student-teacher interaction on social networking sites unless such interaction is specifically educational in nature and is stored/located on District provided/sponsored sites. 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 concerning students 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. It is impossible for the District to restrict access to all offensive and controversial materials. It is the responsibility of the students and staff to abide by this policy to avoid such content.

## **Copyright/Ownership**

The District respects and upholds copyright laws. As such, copyrighted materials must not be uploaded to, downloaded from, or otherwise disseminated through any service or system accessed via the Internet that is connected to the District's systems, unless express permission has been granted by the copyright holder. Furthermore, any copyrighted materials used in conjunction with District initiatives must be licensed directly to the District.

Only copyright owners or individuals expressly authorized by the copyright owner may upload or download copyrighted material to and from the District's systems. Any unauthorized copyrighted materials discovered on the District's systems will be promptly removed upon notification. Students or staff who repeatedly misuse copyrighted work risk exposing the District to legal claims and further risk disciplinary actions.

## **Privacy/Monitoring/Confidentiality**

Authorized users (including students and staff) 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.

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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.

All staff members and students shall maintain and protect the confidentiality of any sensitive or confidential information that is stored, housed, processed, or maintained by the District. This includes, but is not limited to, account details, passwords, and personal data.

Staff members bear the responsibility for ensuring the security of student information and other personally identifiable data. They are also tasked with upholding the District's obligations under applicable federal and state privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and Ohio Revised Code Section 3319.321.

## **Prohibited Practices**

The use of technology for any purpose that violates any District policies, the student code of conduct, board policies, or any 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:

- Theft, destruction of property.
- Purchasing of personal 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 someone else, 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.

Staff are required to report any occurrence of a prohibited practice to the appropriate District or building administrator 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**

Any individual who breaches this Agreement or fails to report known violations will be subject to actions in accordance with established employment agreements or District guidelines. The District reserves the right to impose suitable disciplinary measures, which may extend up to and include

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termination of employment for employees, or the administration of appropriate disciplinary action in accordance with the Student Code of Conduct up to and including detention, in school suspension, out of school suspension or expulsion.

In the event of infractions that are covered by the Ohio and Federal Criminal Codes, such matters will be promptly referred to the relevant law enforcement agencies.

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

In addition to the rules and guideline 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 and will refer offenders to proper law enforcement agencies. The District also reserves the right to seek monetary or other damages as a result of any criminal or illegal act or violation of this Agreement.

*[Signature Page Follows]*

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## **Staff Signatures/Acknowledgement**

Staff agree to and acknowledge the information disclosed in this Agreement by signing below. This document is in effect until the relationship with the staff is severed or a new form is required.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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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