

Computer Network and Internet Acceptable Use Policy and Agreement

The Lucas Local School District is pleased to make available to students access to interconnected computer Systems within the District and to the Internet, the world-wide network that provides various means of accessing significant educational materials and opportunities.

In order for the Lucas Local 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 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, falls 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 If any user violates this Policy and Agreement, the student's access will be denied, if not already provided, or withdrawn and he/she may be subject to additional disciplinary action.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 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 the Permitted Use.

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

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, or other language which may be offensive to others.
 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, regardless of age, in a secluded place or in a private setting.

Among uses that 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 materials. 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. 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 network or the Internet; upload a worm, virus, trojans, time bombs, or other harmful programming or vandalism.

6. 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.

7. 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 materials 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 guide 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..

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.

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 or 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 of 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 parent(s) or guardian(s) 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/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 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 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. 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 guardians) 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.