

COMPUTER NETWORK AND INTERNET
ACCEPTABLE USE POLICY AND AGREEMENT
(Students)

The District is pleased to make available to students 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 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 District and Northeast Ohio Management Information (NEOMIN), the Data Acquisition Site that provides Internet access to the McDonald Schools. Upon reviewing, signing and returning this Policy and Agreement as the students have been directed, each student will be given the opportunity to have Internet access at school and is agreeing to follow the Policy. No student, regardless of age, will be provided access to the network or Internet until he/she has returned a copy of the Policy and Agreement which has been signed by both the student and the student's parent or guardian.

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 your principal. If any user violates this Policy and Agreement, the student's access will be denied, if not already provided, or withdrawn and she/he will be subject to additional disciplinary action.

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 your principal. Misuse means any violations of this Policy or any other use that is not included in this Policy, but has the effect of harming another or his/her property:

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 he/she 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 District before they are given an access account.

Purpose and Use

The District is providing access to its computer networks and the Internet for educational purposes only. If you have any doubt about whether a contemplated activity is educational, you may consult with a teacher or your principal to help you decide if a use is appropriate.

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.

Further uses that are considered unacceptable and constitute a violation of 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 McDonald's Code of Conduct, view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or computers of others; or 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 the network or the Internet; upload a worm, virus, Trojan, time bomb, or other harmful programming or vandalism.
6. Uses that jeopardize the security of student/staff 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/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/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.

9. Social networking sites.

- A. District students/staff who personally participate in social networking web sites are prohibited from posting data, documents, photographs or inappropriate information on any web site that might result in a disruption of classroom activity. The Superintendent/designee has full discretion in determining when a disruption of classroom activity has occurred.
- B. District students/staff are prohibited from providing social networking web site passwords to others.
- C. Fraternization between District staff and students via the Internet, person e-mail accounts, social networking web sites and other modes of virtual technology is also prohibited.
- D. Access of social networking web sites during school hours is prohibited.

Violation of the prohibitions listed above will result in staff and/or student discipline in accordance with State law, Board policies and regulations, the Student Code of Conduct and/or staff negotiated agreements. Nothing in this policy prohibits District staff and students from the use of education web sites.

Privacy.

Network and Internet access is provided as a tool for your education. The McDonald Schools reserve 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 District and no user shall have any expectation of privacy regarding such materials.

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/her access to the computer network and Internet terminated, which the staff of the McDonald Schools may refuse to reinstate for the remainder of the student's tenure in the District. A user breaches his/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/she permits another to use his/her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The District may take other disciplinary action.

Warranties/Indemnification

The 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/her parent(s)/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, the user is 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)/guardian(s) are agreeing to indemnify and hold the School, the District, NEOMIN, 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 the School initiates an investigation of a user's use of his/her access to its computer network and the Internet, whether that use is on a School computer or on another's outside the District's network.

Updates

Users may be asked from time to time to provide new or additional registration and account information, which must be provided by the user if he/she 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 and sign below):

I have read, 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 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.

Name (Print clearly) Home phone: _____

User signature: _____ Date: _____

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 all students);

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 District's Acceptable Use Policy and Agreement for the students' access to the District's computer network and the Internet. I 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 District and NEOMIN (the Data Acquisition Site that provides the opportunity to the 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/her access to such networks or his/her violation of the foregoing Policy and Agreement. Further, I accept full responsibility for supervision of my child's/ward's use of his/her access account if and when such access is not in the School setting. I hereby give permission for my child/ward to use the building-approved account to access the District's computer network and the Internet.

Parent/Guardian Name (Please print clearly) Phone: _____

Signature: _____ Date: _____

Address: _____

[Adoption date: January 16, 1997]

[Re-adoption date: November 16, 2009]

