

**ACCEPTABLE USE AND INTERNET SAFETY AGREEMENT
FOR THE COMPUTER NETWORK OF THE
CRESTVIEW LOCAL SCHOOL DISTRICT**

The Crestview 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 Crestview 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 Crestview Local 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 Acceptable Use and Internet Safety Agreement ("Agreement") of the Crestview Local School District and the Data Acquisition Site that provides Internet access to the Crestview Local School District. Upon reviewing, signing, and returning this Agreement as the students have been directed, each student will be given the opportunity to enjoy Internet access at Crestview School and is agreeing to follow the Agreement. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the Agreement. As stated by the Children's Internet Protection Act, Crestview School District cannot provide access to any student who, if 18 or older, fails to sign and submit the Agreement to Crestview School as directed or, if under 18, does not return the 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 your child's building principal's office. If any user violates this Agreement, the student's access will be denied, if not already provided, or withdrawn and he or she may be subject to additional disciplinary action.

I. PERSONAL RESPONSIBILITY

By signing this Agreement, you are agreeing not only to follow that rules in this Agreement, but are agreeing to report any misuse of the network to the person designated by Crestview School for such reporting. Misuse means any violations of this Agreement or any other use that is not included in the Agreement, but has the effect of harming another or his or her property.

II. TERM OF THE PERMITTED USE

A student who submits to Crestview Local School, as directed, a properly signed Agreement and follows the Agreement to which she or he 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 Agreement each year during which they are students in Crestview Local School District before they are given an access account.

III. ACCEPTABLE USES

A. Educational Purposes Only. Crestview Local Schools 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 your child's building principal's office to help you decide if a use is appropriate.

B. Unacceptable Uses of Network.

Among the uses that are considered unacceptable and which constitute a violation of this Agreement are the following:

1. 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 Crestview Local School District's Student Discipline Policy; 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.
2. 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 horse," "time bomb," or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, networks, or information systems.
3. 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; don't impersonate another user.
4. uses that are commercial transactions. Students and other users 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.

C. Netiquette. All users must abide by rules of network etiquette, which include the following:

1. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
2. Avoid language and uses which may be offensive to other users. Don't use access to make, distribute, or redistribute jokes, stories, or other material which is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Don't assume that a sender of e-mail is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should only be done with permission or when you know that the individual would have no objection.
4. Be considerate when sending attachments with e-mail (where this is permitted). Be sure that the file is not too large to be accommodated by the recipients system and is in a format which the recipient can open.

IV. INTERNET SAFETY

- A. **General Warning; Individual Responsibility of Parents and Users.** 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 guides 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 building principal.
- B. **Personal Safety.** Be safe. In using the computer network and Internet, 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 the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you “meet” on the computer network or Internet without your parent’s 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 in a secluded place or in a private setting.
- C. **“Hacking” and Other Illegal Activities.** It is a violation of this Agreement to use Crestview Local School’s computer network or the Internet to gain unauthorized access to other computers or 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 materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
- D. **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 himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by Ohio law, for internal administrative purposes or approve educational projects and activities.
- E. **Active Restriction Measures.** Children’s Internet Protection Act requires Crestview Local School, either by itself or in combination with the Data Acquisition Site providing Internet access, to utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. Crestview Local 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 supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 and older.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- taken as a whole, lack serious literary, artistic, political, or scientific value as to minors.

V. PRIVACY

Network and Internet access is provided as a tool for your education. Crestview Local 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 Crestview Local School District and no user shall have any expectation regarding such materials.

VI. FAILURE TO FOLLOW AGREEMENT

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this Agreement, shall at a minimum, have his or her access to the computer network and Internet terminated, which Crestview Local School District may refuse to reinstate for the remainder of the student's enrollment at Crestview Local Schools. A user violates this Agreement by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Agreement if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. Crestview Local School District may also take other disciplinary action in such circumstances.

VII. WARRANTIES/INDEMNIFICATION

Crestview Local 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 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 Agreement. By signing this Agreement, users are taking full responsibility for his or 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 Crestview Local School, Crestview Local School District, the Northwest Ohio Area Computer Services Cooperative that provides the computer and Internet access opportunity to Crestview Local Schools 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 Crestview Local School in the event of Crestview Local School's initiating an 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 computer outside Crestview Local School District's network.

VIII. 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 Agreement, for example to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new 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 your child's building principal's office to receive such information.

CRESTVIEW LOCAL SCHOOLS
STUDENT ACCEPTABLE USE AND INTERNET SAFETY AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand and agree to abide by the terms of the Acceptable Use and Internet Safety Agreement of the Crestview Local School District. Should I commit any violation or in any way misuse my access to Crestview Local 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)

Home phone

Student 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 agreement when I am under 18, I understand that when I turn 18 this Agreement will continue to be in full force and effect, and I will continue to abide by the Acceptable Use and Internet Safety Agreement.
