ROCHESTER COMMUNITY SCHOOL CORPORATION

STUDENT NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT FORM

Network (Local area network and Internet) access is available to the educational community of Rochester Community School Corporation. The goal in providing this service is to promote educational excellence in the schools by facilitating resource sharing, innovation, and communication. The Network is an electronic highway connecting thousands of computers all over the world and millions of individual users. The purpose of the Network is to support research and education in and among academic institutions by providing access to unique resources and the opportunity for collaborative work. Student computer users have access to:

- University libraries, ERIC, and other informational databases.
- Information and news from government institutions such as NASA, the U.S. Weather Service, or the U.S. Geographical Survey.
- A wide variety of subject areas for research.

With access to computers and people all over the world through the Network/Internet, also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Rochester Community School Corporation has taken the precaution of allowing access only under supervised conditions, as well as complying with the Children's Internet Protection Act. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. Because there is a possibility that users may procure material that is not consistent with the educational goals of the school district, this policy was developed to establish responsibility of individual users.

DISTRIBUTION OF ACCOUNTS

The most important prerequisite for someone to receive a Network account is that he or she take full responsibility for his or her own actions. All terms and conditions as stated in this document are applicable to any school user accessing the Network through any resources provided by Rochester Community School Corporation. Prior to receiving an account, all users agree to abide by the provisions of this document. System administrators have the right to terminate an account for inappropriate use as defined in this document. The system administrator may also close an account at any time as required for administrative or technical reasons. If you do not sign and return the last page of this document you will not receive access to a Network account.

PRIVILEGES

The use of the Network/Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. All users who receive an account will be part of a discussion with a Rochester Community School Corporation faculty member pertaining to the proper use upon the acceptable use guidelines outlined in this document, the system administrators will deem what is inappropriate use. The system administrator may deny, close, revoke, or suspend a user account at any time. Any member of Rochester Community School Corporation's educational community may request the system administrator to deny, revoke, or suspend specific user accounts. In order to
ensure adherence to this Student Network and Internet Acceptable Use and Safety Agreement Form, teachers and administrators reserve the right to monitor all activity on the system and to inspect any files. Privacy is not guaranteed. Users of the Network/Internet and the Rochester Community School Corporation’s computers shall have no expectation of privacy in the material generated or received as a result of system access through this policy.

USE OF THE SYSTEM

Users shall not engage in any of the following:

1. Access, upload, download or distribute defamatory, abusive, obscene, profane, sexually oriented, threatening, harassing, racially offensive, illegally discriminatory, or other illegal materials;
2. Transmit materials, which are defamatory, abusive, obscene, profane, sexually oriented, threatening, harassing, racially offensive, or illegal;
3. Violate any local, state or federal statute, rule, regulation, code, ordinance, or other authority;
4. Vandalize, damage, or disable the property of another person, organization, or the school;
5. Access another person's materials, information, or files without the direct written permission of that person;
6. Violate copyright, or otherwise using another person's intellectual property without his or her prior written approval or proper citation; and
7. Violate any district code of conduct.
8. Installation of any software or hardware.

UNACCEPTABLE USE

Those accessing the Internet through Rochester Community School Corporation’s Network must also abide by the following:

- Do not download any form of executable files, shareware/freeware programs, or other types of extractable file.
- Do not be abusive in messages to others. Do not swear, use vulgarities or any other inappropriate language.
- Do not use the Network in such a way that would disrupt the use of the Network by other users; this includes sending "chain letters".
- Do not vandalize, damage or disable the property of another person or organization.
- Do not access another person's materials, information, or files without the direct permission of the person.
- Do not reveal your personal address or phone number, nor those of your colleagues or students.
- Do not use the Network for commercial activities, product advertisement, or political lobbying.
- Do not commit the School Corporation to any unauthorized financial obligation.
- Do not respond to unsolicited on-line contact. If such contact persists report it to your system administrator.
The administration will periodically review for revision and updates, and make recommendations to the Board for policy changes.

SECURITY

Security on our Network is a high priority. Attempts to log on to the system using another member's account or as a system administrator will result in the termination of the violator's account and access. Users should immediately notify the system administrator or his authorized representative if their password is lost or stolen, or if they have reason to believe that someone has obtained access to their account and has abused their access privileges. Anyone identifying a security problem on the Network/Internet should notify the system administrator or his authorized representative. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Network/Internet.

NETWORK ETIQUETTE/ON-LINE CONDUCT

Users are expected to abide by the generally accepted rules of Network/Internet etiquette. These include (but are not limited to) the following:

• Be polite. Do not be abusive in your messages to others.
• Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
• Illegal activities are strictly forbidden.
• Do not reveal your personal address or phone number, nor those of students or colleagues.
• Electronic mail (e-mail) is not permitted by students using Corporation Technology.
• Do not use the Network in such a way that you would disrupt the use of the network by other users.

Students utilizing school provided Network/Internet access are responsible for good behavior online just as they are in a classroom or any other area of the school.

VANDALISM

Vandalism is defined as any attempt to harm or destroy data or hardware. Vandalism will result in cancellation of privileges. Vandalism includes, but is not limited to:

• Any attempt to harm or destroy data of another user;
• Any attempt to harm or destroy data on any Network server; and
• The uploading or creation of computer viruses.
• The physical destruction of Corporation-owned hardware, for example, removing the roller balls from mice or jamming objects into disk drives.

FEDERAL COPYRIGHT LAW (96-517 SECTION 7 [B])

Copyright is the exclusive right that protects an author from having his/her work published, recorded, distributed, or reproduced, without the expressed permission of the copyright holder.
Owning a specific piece of software is not the same as owning the copyright on that software. For the purposes of copyright, a computer program is defined in the law as a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.

In brief, the copyright law says that you may:

- Make one archival or back-up copy of the copyrighted program;
- Adapt a copyrighted program from one language to another in which it is not already commercially available;
- Add features to a copyrighted program in order to make better use of the program;
- Adapt a copyrighted program to meet local needs.

The copyright law says that, without the expressed permission of the copyright owner, you may not:

- Make multiple copies of a copyrighted program, even for use within a single school;
- Make replacement copies from an archival or back-up copy;
- Make copies of copyrighted programs to be sold, leased, loaned, transmitted, or given away to other users.
- Sell a locally produced adaptation of a copyrighted program;
- Make multiple copies of an adaptation of a copyrighted program even for use within a single school;
- Make and use printed copyrighted software documentation that is not allowed by the actual copyrighted program itself.

Duplicating copyrighted computer software is a federal offense. Criminal penalties make the violators subject to fines of up to $10,000.00 and prison of up to five years.

PARENT/GUARDIAN RESPONSIBILITIES

The educational value of student Network/Internet access is the joint responsibility of students, parents and faculty of Rochester Community School Corporation. Parents/guardians and staff are required to sign the Staff/Student Network and Internet Acceptable Use and Safety Agreement Policy prior to use. While our intent is to make Network/Internet access available in order to further educational goals and objectives, students may find ways to access other materials as well. Families should be aware that some material accessible via the Network/Internet might contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. Also, it is possible to purchase certain goods and services via the Network/Internet that could result in unwanted financial obligations for which a student's parent or guardian would be liable. Parents/guardians have the option of requesting alternative activities for their children that does not require Network/Internet use.

CONSEQUENCES

School policy regarding computer use as outlined herein applies to Network use. In addition to revoking a user's account, school discipline procedures may apply.

1. All users of the corporation computer facilities and equipment are expected to adhere to the provisions of Public Law 96-571, Section 7(b) with regard to copyrighted
2. Unauthorized copies of any software on computers belonging to the school is prohibited.

3. Installing, copying, altering, or tampering with data files, software programs, or system settings on any school computer is not permitted without prior approval of the Technology Department.

4. Unauthorized persons may not use equipment, software, security passwords or access codes belonging to the school to access or attempt to access data files, a network, or data systems either in local or remote locations.

5. Anyone witnessing the violation of any of the above provisions should immediately report the violation to the teacher or administrator in charge.

Any violation of the above policies will be viewed as destruction of school property. Using another student/staff user's data as his own is considered cheating. Consequences may include:

- Detention.
- In school assignment.
- Denial of access to computers.
- Out of school suspension or expulsion.

ROCHESTER COMMUNITY SCHOOL CORPORATION DISCLAIMER

Rochester Community School Corporation makes no warranties of any kind, whether expressed or implied, for the service it is providing. The school system will not be responsible for any damages a user suffers. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or any user's errors or omissions. The school district will not be responsible for the accuracy, nature, or quality of information stored on school district diskettes, hard drives, or servers; nor for the accuracy, nature, or quality of information gathered through school-provided Network/Internet access. The school district will not be responsible for unauthorized financial obligations resulting from school-provided access to the Network/Internet. Rochester Community School Corporation makes the complete Network/Internet policy and procedures available on request for review by all parents, guardians, and other members of the community. This policy and all its provisions are subordinate to local, state, and federal statutes.

A. The use of the Network/Internet is a privilege, which may be revoked by the Corporation at any time and for any reason. The Corporation reserves the right to remove files, limit or deny access, and refer the school user for other disciplinary actions.

B. The Corporation reserves all rights to any material stored in files which are generally accessible to others and will remove any materials which the Corporation, at its sole discretion, believes to be unlawful, obscene, pornographic, abusive, or otherwise objectionable.

C. The student user is responsible for the use of his/her account/password and/or access privilege. Any problems that may arise from the use of a student user's account are
the responsibility of the account holder. Use of an account by someone other than
the registered account holder is forbidden and may be grounds for loss of access
privileges.

D. Any misuse of the account will result in suspension of the account privileges and/or
other disciplinary action determined by the Corporation.

E. The student user may not transfer files, shareware/freeware, or software from
information services. The user will be liable to pay the cost or fee of any file,
shareware, or software transferred, whether intentional or accidental without such
permission.

F. The student user, and his/her parent, agrees to indemnify the Corporation for any
losses, costs, or damages, including reasonable attorney fees, incurred by the
corporation relating to, or arising out of, any breach of this policy.

G. The Corporation assumes no responsibility for any unauthorized charges or fees,
including telephone charges, long-distance charges, per-minute surcharges, and/or
equipment or line costs.

H. All student data files will be deleted at the end of each school year, should the
student wish to maintain copies of such data, then he/she must do so before the last
day of school.