

DEER CREEK PUBLIC SCHOOLS NETWORK AND INTERNET ACCEPTABLE USE AGREEMENT POLICY

A. Purpose Statement.

The Independent School District No. 06 of Oklahoma County, Oklahoma (the "District") provides its students and employees with access to the District's computer network system, including Internet access, in an effort to expand the informational and communication resources in furtherance of the District's goal of promoting educational excellence. It is hoped that the expanded use of these resources will enhance students' research capabilities, increase faculty and staff productivity and result in better communication between the District and its patrons.

The Internet has often been described as the information super-highway. The Internet consists of a network of servers connecting thousands of computers worldwide, permitting access and communication with millions of individual users. Through the Internet, the District will provide students; faculty and staff access to:

- ❖ information and news, including the opportunity to correspond with scientists at research institutions in the public and private sector;
- ❖ news groups covering a wide range of topics appropriate to the educational purposes of the District;
- ❖ access to university libraries, the Library of Congress and other repositories of information;
- ❖ World Wide Web access to information containing text, graphics and photographs, as well as sound on literally millions of topics

With access to such vast storehouses of information and instant communication with millions of people from all over the world, material will be available that may not be considered to be of educational value by the District or which is inappropriate for distribution to children. The District will take available precautions to restrict access to inappropriate material. However, on a global network, it is impossible to control all material and a knowledgeable/expert user may obtain access to inappropriate information or material. The District firmly believes that the value of the information and interaction available on the Internet far outweighs the possibility that students may procure material, which is not consistent with our educational goals.

Internet access is coordinated through a complex association of government agencies, regional and state networks. The smooth operation of these networks relies upon the proper conduct of the end users and the users' adherence to generally accepted guidelines. The guidelines provided in this policy are designed to promote the efficient, ethical and legal utilization of network resources. If a District user violates any of these provisions, his or her account will be terminated and future access could be denied. The user's signature on the Internet Access Agreement **Internet and Network Use Guidelines and Contract** is a legally binding obligation, affirming that the user has read the terms and conditions of the Network and Internet Acceptable Use Policy, understands the policies and agrees to abide by all terms and conditions described in the policy or subsequently Implemented by the District's Director of Technology and Information Services. A student handbook will also reference student's use of the District's system.

B. Student Network and Internet Access - Terms and Conditions.

1. **Acceptable Use.** The use of the District system, whether by students, faculty or staff, must be in support of education and consistent with the educational objectives of the District. The use of any other organizations' network or computing resources must comply with the rules and regulations appropriate for that network. The transmission of any material in violation of any United States or state law or regulation is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material or material protected by trade secret. Use of the District system for commercial activities is not acceptable. Use for product advertisement or political lobbying is also prohibited.

2. **Parental Consent for Students:** In order for a student to gain access to the District system, the student's parent or guardian must be provided a copy of the Network and Internet Acceptable Use Policy and sign the Network and Internet Access Agreement **Internet and Network Use Guidelines and Contract** requesting that their child be given Internet access under the terms and conditions described in this policy. Parents may withdraw their consent at any time. There is, however, a wide range of information available through the Internet, which is not appropriate for access by minors, has no educational value or does not meet with the particular values of the families of the student. The District system network and Internet Acceptable Use Policy contains devices and restrictions on use intended to prevent access to inappropriate material or information. It is impossible for the District to guarantee that students will not be exposed to inappropriate material through their use of the Internet, the District believes that parents bear primary responsibility for communicating acceptable behavior and family values to their children. The District encourages parents to discuss with their children what material is and is not acceptable for their children to access through the District system.

3. **Privilege of Use:** The District Network and Internet access is a privilege afforded to students, staff and employees of the District. Use of these resources is not a right and inappropriate use will result in a cancellation of those privileges. Inappropriate use is any use prohibited by the terms of this agreement, School Board policy, or use determined by the District's system administrators to be inappropriate under particular facts and circumstances. Prior to receiving District Network and Internet access, all users will be required to successfully complete New Users training program administered by the District.

4. **Inappropriate Use:** Each system user is expected to comply with all District policies governing Network and Internet access and to abide by generally accepted rules of network etiquette. These general rules include, but are not limited to, the following:

- (a) Appropriate language - Do not use abusive language in messages to others. Be polite. Do not use obscene or profane language, vulgarities, and rude or disrespectful language. Do not engage in personal attacks or activities intended to distress or annoy another user.
- (b) Student Safety Usage - Do not reveal personal contact information about yourself or any other person. This information includes telephone numbers and addresses. Do not use the Internet access to arrange meetings with persons you have met on line. Users will promptly disclose to the teacher, District system administrator or to some other member of the faculty or staff any message they consider to be inappropriate or which makes them feel uncomfortable.
- (c) Electronic mail - Users should be aware that electronic mail (e-mail) is not assumed to be a private communication. The District and system administrators do have access to e-mail. Accessing personal **home** e-mail accounts and use of Instant Messaging is prohibited. Messages relating to or in support of illegal activities will be reported to authorities.
- (d) Network resources - System users should not use the network in a way that will disrupt the use of the network by other users. The network should be used for educational, professional and career development activities only. System users **Staff members** should refrain from downloading large files unless absolutely necessary and then only when the system is not being heavily used. Such files should be removed from the system computer to the user's personal computer as soon as possible. Students should not download anything.
- (e) Intellectual property - Do not plagiarize works obtained from the Network and/or Internet. Users must respect the rights of copyright owners and comply with all limitations imposed upon use of copyrighted material.
- (f) Students are prohibited from downloading software, games, and music (MP3 files) to the school server or any PC workstation. The downloading of software programs known as "sniffers" or other software products that are used for data capturing will result in the immediate loss of district network and Internet access.

5. **Limitation of Liability:** The District makes no warranties of any kind, whether express or implied, for the services provided and will not be responsible for any damages which you may suffer through use of the District system or the Internet, including but not limited to, the loss of information or files or the interruption of service. The District is not responsible for the accuracy or quality of information obtained through use of the District system or the Internet. The District is not responsible for any financial obligations which may be incurred through use of the District system.

- (a) Student E-Mail – Deer Creek Public Schools does not provide or support e-mail accounts for students. Students are prohibited from using personal email accounts during school hours. **Accessing personal home e-mail accounts from school is prohibited. School e-mail accounts are for school use.**

Excessive use of the e-mail system slows the system down for everyone. Sending or receiving Personal e-mail should be kept to a minimum.

6. **Security:** Security on any computer system is a high priority, especially when the system involves multiple users. Users are responsible for their individual account and should take precautions to prevent others from accessing that account. Under no conditions should a user provide their personal password to another person. If you identify a potential security problem on the District system or the Internet you must notify the system administrator immediately. You should not demonstrate the problem to others, nor should you intentionally attempt to identify potential security problems. In either instance, your actions may be misinterpreted as an illegal attempt to gain unauthorized access. Any attempt to log on as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with the District system or any other computer system may be denied further access.

- (a) All middle school and high school students will be required to maintain a unique and confidential password.
- (b) Students who share their password or attempt to violate the District's network security will lose their network privileges for a period of not less than one month.
- (c) If students **a user** identifies a potential security problem on the District system or the Internet, students must notify the system administrator immediately. Students should not demonstrate the problem to others, nor should they intentionally attempt to identify potential security problems. In either instance, student actions may be misinterpreted as an illegal attempt to gain unauthorized access.
- (d) Any attempt to log on the network as a system administrator will result in cancellation of user privileges.
- (e) Any user identified as a security risk or having a history of problems with the District system or any other computer system may be denied further access.

7. **Vandalism:** Vandalism of District hardware or software will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy the property or data of the District, of another user, or of any other network connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses. All system users shall avoid the accidental spread of computer viruses by strict adherence to District policies where downloading of software is prohibited.

8. **Inappropriate Material:** Access to information shall not be restricted or denied solely because of the political, religious or philosophical content of the material. However, system users must realize that rights go hand-in-hand with responsibilities and agree not to use the District system to access information or to distribute information or material that is:

- (a) Obscene to minors, meaning (i) material which, taken as a whole, lacks serious literary, artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to an obsessive interest in sex by minors.
- (b) Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.

- (c) Vulgar, lewd or indecent, meaning material which, taken as a whole, an average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- (d) Display or promotion of unlawful products of services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- (e) Group defamation or hate literature, meaning material which disparages a group or a member of a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or handicapped condition or, advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse
- (f) Disruptive school operations, meaning material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

9. **Application and Enforceability.** The terms and conditions set forth in this agreement shall be deemed to be incorporated in their entirety in the Network and Internet Access Agreement **Internet and Network Use Guidelines and Contract** executed by each system user. BY EXECUTING THE NETWORK AND INTERNET ACCESS AGREEMENT **INTERNET AND NETWORK USE GUIDELINES AND CONTRACT**, THE SYSTEM USER AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THE DEER CREEK PUBLIC SCHOOLS ACCEPTABLE USE POLICY. THE SYSTEM USER ACKNOWLEDGES THAT ANY VIOLATION OF THIS ACCEPTABLE USE POLICY MAY RESULT IN ACCESS PRIVILEGES BEING REVOKED, DISCIPLINARY ACTION BEING TAKEN, INCLUDING DISCIPLINARY ACTION UNDER THE DISTRICT'S STUDENT DISCIPLINE POLICY.

C. Employees Network and Internet Access - Terms and Conditions.

1. **Acceptable Use:** The use of the District system, whether by students, faculty or staff, must be in support of education and consistent with the educational objectives of the District. The use of any other organizations' network or computing resources must comply with the rules and regulations appropriate for that network. The transmission of any material in violation of any United States or state law or regulation is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material or material protected by trade secret. Use of the District system for commercial activities is not acceptable. Use for product advertisement or political lobbying is also prohibited.

2. **Privilege of Use:** The District Network and Internet access is a privilege afforded to students, staff and employees of the District. Use of these resources is not a right and inappropriate use will result in a cancellation of those privileges. Inappropriate use is any use prohibited by the terms of this agreement, School Board policy, or use determined by the District's system administrators to be inappropriate under particular facts and circumstances. Prior to receiving District Network and Internet access, all users will be required to successfully complete New Users training program administered by the District. Substitute teachers not properly trained in the use of The District Network and Internet will not supervise students using computers in a classroom, computer labs, or media center. Parent groups' access to The District Network and Internet will be only at times the equipment is not needed for instructional purposes.

3. **Inappropriate Use.** Each system user is expected to comply with all District policies governing Network and Internet access and to abide by generally accepted rules of network etiquette. These general rules include, but are not limited to, the following:

- (a) Appropriate language - Do not use abusive language in messages to others. Be polite. Do not use obscene or profane language, vulgarities, and rude or disrespectful language. Do not engage in personal attacks or activities intended to distress or annoy another user.

- (b) Electronic mail - Users should be aware that electronic mail (E-Mail) is not assumed to be a private communication. The District and system administrators do have access to E-Mail. Accessing personal email accounts and use of Instant Messaging is prohibited. Messages relating to or in support of illegal activities will be reported to authorities;
- (c) Network resources - System users should not use the network in a way that will disrupt the use of the network by other users. The network should be used for educational, professional and career development activities only. System users should refrain from downloading large files unless absolutely necessary and then only when the system is not being heavily used. Such files should be removed from the system computer to the user's personal computer as soon as possible.
- (d) Intellectual property - Do not plagiarize works obtained from the Network and/or Internet. Users must respect the rights of copyright owners and comply with all limitations imposed upon use of copyrighted material.

4. **Limitation of Liability:** The District makes no warranties of any kind, whether express or implied, for the services provided and will not be responsible for any damages which you may suffer through use of the District system or the Internet, including but not limited to, the loss of information or files or the interruption of service. The District is not responsible for the accuracy or quality of information obtained through use of the District system or the Internet. The District is not responsible for any financial obligations, which may be incurred through use of the District system.

5. **Security:** Security on any computer system is a high priority, especially when the system involves multiple users. Users are responsible for their individual account and should take precautions to prevent others from accessing that account. Under no conditions should a user provide their personal password to another person. If you identify a potential security problem on the District system or the Internet you must notify the system administrator immediately. You should not demonstrate the problem to others, nor should you intentionally attempt to identify potential security problems. In either instance, your actions may be misinterpreted as an illegal attempt to gain unauthorized access. Any attempt to log on as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with the District system or any other computer system may be denied further access.

- (a) Employees who share their password or attempt to violate the District's network security will be subject to disciplinary action.
- (b) If an employee identifies a potential security problem on the District system or the Internet, the employee must notify the system administrator immediately. The employee should not demonstrate the problem to others, nor should they intentionally attempt to identify potential security problems. In either instance, the employee's actions may be misinterpreted as an illegal attempt to gain unauthorized access.
- (c) Any attempt to log on the network as a system administrator will result in cancellation of user privileges and disciplinary action.

6. **Vandalism:** Vandalism of District hardware or software will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy the property or data of the District, of another user, or of any other network connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses. All system users shall avoid the accidental spread of computer viruses by strict adherence to District policies where downloading of software is prohibited.

7. **Inappropriate Material:** Access to information shall not be restricted or denied solely because of the political, religious or philosophical content of the material. However, system users must realize that rights go hand-in-hand with responsibilities and agree not to use the District system to access information or to distribute information or material that is:

- (a) Obscene to minors, meaning (i) material which, taken as a whole, lacks serious literary, artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to an obsessive interest in sex by minors.
- (b) Libelous, meaning a false and unprivileged statement about a specific individual, which tends to harm the individual's reputation.
- (c) Vulgar, lewd or indecent, meaning material which, taken as a whole, an average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- (d) Display or promotion of unlawful products of services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- (e) Group defamation or hate literature, meaning material which disparages a group or a member of a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or handicapped condition or, advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse.
- (f) Disruptive school operations, meaning material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

8. **Application and Enforceability**: The terms and conditions set forth in this agreement shall be deemed to be incorporated in their entirety in the Network and Internet Access Agreement executed by each system user. BY EXECUTING THE NETWORK AND INTERNET ACCESS AGREEMENT, THE SYSTEM USER AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THE DEER CREEK PUBLIC SCHOOLS ACCEPTABLE USE POLICY. THE SYSTEM USER ACKNOWLEDGES THAT ANY **VIOLATION OF THIS ACCEPTABLE USE POLICY MAY RESULT IN ACCESS PRIVILEGES BEING REVOKED, DISCIPLINARY ACTION BEING TAKEN, INCLUDING ANY SUCH DISCIPLINE AS MAY BE ALLOWED BY BOARD POLICY AND SCHOOL LAW.**

DEER CREEK PUBLIC SCHOOLS
STUDENT NETWORK AND INTERNET ACCESS AGREEMENT

STUDENT SECTION:

Please Print

Student Name (Please Print) _____ Grade _____
(Last) (First) (Middle)

School _____

Home Address _____

Home Phone No. _____

I have received a copy of the Network and Internet Acceptable Use Agreement and Student Handbook. I have read and agree to abide by their provisions. I understand that any violation may result in disciplinary action including suspension and/or revocation of network privileges.

Student's Signature _____ Date _____

SPONSORING PARENT OR GUARDIAN SECTION (Required):

I have read the Network and Internet Acceptable Use Agreement and student handbook for Deer Creek Public Schools. I understand that the School District has taken reasonable precautions to ensure that access to controversial material is limited to the extent possible. I realize, however, that it is not possible to completely prevent access to inappropriate material. I will monitor my child's use of the network and his/her access to the Internet, and will accept full responsibility for supervision in that regard if and when my child's use is not in a school setting. I hereby release the School District from liability in the event that my child acquires inappropriate material through use of the District's computing resources or the Internet. I hereby request that the District issue an account for my child and certify that the information contained on this form is correct.

Parent's Signature _____ Date _____

Home Address _____

Home Phone No. _____

Student pictures and references to student recognition and achievements may be used on Deer Creek's District Website.

_____ YES _____ NO

Student Access Agreement shall be renewed at the beginning of each new school year while enrolled in Deer Creek Public Schools.

Deer Creek School District Internet and Network Use Guidelines and Contract for Students

We pride ourselves at Deer Creek School District on our commitment to providing the most current technologies and information resources for our students. The Internet and Network are among those resources, providing access to information from government agencies and other organizations, colleges and universities, news services, consumer information services, and subscription services such as World Book, full-text newspaper and magazine databases.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of a school setting. An Internet filtering system was put into place in the Deer Creek School District in 2001 and teachers continues to select appropriate electronic resources and guide students toward course-appropriate materials. However, on a constantly-changing global network, it is impossible to control all materials, and inappropriate materials may still be accessed.

Deer Creek School District students using the Internet and Network will do so primarily in computer labs, the Media Center, and classroom areas, where their teachers will be responsible for supervising them and orienting them about effective and appropriate use. Students who wish to be able to use the Internet for independent research when they are not with a class and their teacher is not present may do so in the Media Center if arrangements have been made between the Media Specialist and the student's teacher.

Listed below are the terms and conditions for acceptable Internet and Network use at Deer Creek School District. The student must initial each of these statements, and both the student and a parent/guardian must sign the form at the end. Completed forms are to be delivered or mailed to the student's current school office.

Note: Deer Creek School District students shall complete an Internet and Network Use Guidelines and Contract only once while enrolled at a particular school (e.g. elementary school – Form is effective through their entire elementary education and when they go to middle school a new form must be signed).

Deer Creek School District Agreement

Student: Read each statement carefully and write your initials at the beginning of each one to indicate that you understand it and agree to it; then review all of the statements with a parent or guardian, sign this form at the end, and have your parent/guardian sign as well.

Initials

_____ I understand that using the Internet and Network at Deer Creek School District is a privilege and not a right. If I abuse the privilege, my access to the Internet and Network may be suspended or terminated.

_____ I understand that Internet and Network access is intended for use with school projects. I will not use the Internet or Network for personal or recreational purposes, except in special circumstances where the teacher has given permission.

_____ I understand that I may not visit any sites that show inappropriate sexual information or information that is racist, sexist, homophobic, hateful, unlawful, or violent in nature.

_____ I understand that use of the Internet to send or receive personal e-mail is prohibited.

_____ I understand that I may not use the Internet to download or share copyrighted materials.

- _____ I understand that I may not use the Internet to participate in instant messaging, chat rooms, bulletin boards, or games.
- _____ I understand that the language I use on the Internet or Network must be appropriate to a school setting, without profanity, obscenity, harassment, or expressions of bigotry.
- _____ I understand that I may not change or destroy – or attempt to change or destroy – any network setting, personal computer settings, or any other person’s data on the network.
- _____ I understand that I must not reveal my password, personal address or phone number or those of other students.
- _____ I understand that all school computers can and will be electronically monitored and/or electronically recorded by school or district staff, and there is no expectation of privacy.
- _____ I understand that I am not to personally install any software or hardware on any desktop computer or onto the server.
- _____ I have reviewed these statements with a parent/guardian and agree to abide by them; violations may result in termination or suspension of my access privileges, other school disciplinary action, and possible appropriate legal action.
- _____ If damage or vandalism occurs payment for replacement cost, plus labor would be required.

Student Name: _____ Grade: _____

Student Signature: _____ Date: _____

As the parent or guardian of this student, I have reviewed each of the above statements with my student. I understand that Internet and Network access is provided for educational purposes. I recognize that it is impossible to restrict access to all inappropriate materials and I will not hold staff of the Deer Creek School District responsible for materials acquired on the network. School staff will determine violation of this contract.

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____ Date: _____

Home Phone: _____ Work Phone: _____

_____ My Student can have Internet access
 Yes No

_____ My Student can have Network access
 Yes No