

## **COMPUTER NETWORK AND INTERNET ACCEPTABLE USE POLICY AND AGREEMENT**

The Penta Career Center is pleased to make available access to interconnected computer systems within the Career Center and its satellite locations and to the internet for the purpose of productivity, research, curriculum delivery, professional development activities and electronic storage in the pursuit of learning. The Penta Career Center Board of Education has policies which govern the access and use of computer and network systems. This Acceptable Use Policy is a guideline for use and a contractual agreement between the end user of said systems and the Board of Education. All end users of said systems must take responsibility for appropriate and lawful use of their access. Misuse under the guidelines of this document may result in loss of privilege to use computer systems, the network and/or internet access and may result in disciplinary action under Board Policy and/or the governing code of conduct.

Upon reviewing, signing and returning this Policy and Agreement, each end user will be given an opportunity to enjoy access to computer and network systems at school and is agreeing to follow this agreement's guidelines and Board Policy. Anyone under 18 years of age must have his or her parent or guardian read and sign the policy. The Penta Career Center cannot provide access to anyone who fails to sign and submit the policy to the school as directed with accompanying signature of a parent or guardian if required.

If you have questions about the guidelines below, please contact the Penta Technology Department.

### **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 a misuse of the network to your immediate teacher, supervisor or director. Misuse means any violations of this policy, Board of Education 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 properly signed and submitted copy of this document is required to have a computer account activated for a given school year. Accounts will be deactivated on September 19th of the school year for anyone who has not complied. A new agreement must be submitted by September 19th of every school year for an end user to retain access to a computer account.

### **III. Term of the Permitted Use**

- A. The Penta Career Center is providing access to its computer network and the internet for educational purposes *only*. If you have any doubt about whether a contemplated activity is educational, you should consult with your immediate teacher or supervisor to help you decide if a use is appropriate. The following guidelines and procedures shall be complied with by staff, students or community members who are specifically authorized to use the District's computers or network services:

Expectations for the use of the computer/network include, but are not limited to:

1. Do make full use of Computer and Network access to enhance, enrich and enliven the education process at all levels of the district.
2. Do make use of the Computer and Network access to store files, run approved software programs and simulators, perform research, produce original documents, projects and presentations and communicate in the pursuit of instruction and learning.
3. Do seek help and/or advice when appropriate from your immediate teacher, supervisor or director.
4. Do use appropriate language and etiquette at all times as defined in Board Policy and the applicable code of conduct.
5. Do report any security problem or misuse of the network to your immediate teacher, supervisor or director.

The Board of Education assumes that all users understand the following guidelines for use of the computer/network:

1. Understand that all electronic data that passes through a district owned computer or over the district's network is subject to monitoring and seizure and may be handed over to law enforcement officials.
2. Understand that all electronic data created for the purpose of administration or instruction under the Board approved curriculum for a course or program should be assumed to be property of the District.
3. Understand that the rules and regulations of online etiquette are subject to change by the Administration.
4. Understand that the user in whose name a computer account is issued is responsible for its proper use at all times. Users must log off the computer to conclude a session or lock the computer if stepping away. Users retain responsibility for the activity of anyone accessing the computer and/or network under their account. Users shall keep personal account information, home addresses and telephone numbers private. They shall use this system only under the login and password information issued to them by the District. Users shall not grant others access to a computer and/or the network under their login and password.

5. Understand that computer systems and the District network shall be used only for purposes related to education or administration. Commercial, political and/or personal use of said systems is strictly prohibited. The administration reserves the right to monitor any computer activity and online communications for improper use. An exception may be considered when a portable computer is assigned to staff for the purpose of at-home productivity outside of regular working hours.
6. Understand that vandalism results in the cancellation of user privileges. Vandalism includes uploading/downloading any inappropriate material, creation or deployment of computer viruses and/or any malicious attempt to harm or destroy equipment or materials or the data of any other user.

**Unacceptable uses of the computer/network include, but are not limited to:**

1. Do not violate the conditions of Federal and State laws dealing with students and employees' rights to privacy.
2. Do not reveal your personal home address or phone number or those of other students or colleagues or arrange a face-to-face meeting with someone you "meet" on the computer network or internet.
3. Do not use profanity, obscenity or other language which may be offensive to other users. Illegal activities are strictly forbidden.
4. Do not use the computer and/or network for financial gain or for any commercial or illegal activity.
5. Do not use the computer and/or network in such a way that it disrupts the use of the computer and/or network by others.
6. Do not use the system to encourage the use of drugs, alcohol or tobacco, nor promote unethical practices or any activity prohibited by law or Board Policy.
7. Do not view, download or transmit material that is threatening, obscene, disruptive or sexually explicit or that could be construed as harassment or disparagement of others based on their race, national origin, citizenship status, sex, sexual orientation, age, disability, religion or political beliefs.
8. Do not place copyrighted material on the system without the author's permission.
9. Do not read other user's email or files or attempt to interfere with another user's ability to send or receive electronic mail or attempt to read, delete, copy, modify or forge another user's email.
10. Do not repost (forward) personal communication without the author's prior consent.
11. Do not copy commercial software and/or other material in violation of copyright law.
12. Do not "hack," gain or attempt to gain unauthorized access to computers, servers, computer systems, internal networks or external networks.
13. Do not access and/or view inappropriate material.
14. Do not download and/or install freeware or shareware programs without the approval of the Technology Department.
15. Do not plagiarize copyrighted or non-copyrighted materials for personal gain, recognition or as graded work.
16. Do not use, install or attempt to install peer-to-peer file sharing programs such as Kazaa, Bittorrent, Limewire, Bearshare and others.
17. Do not use social network sites such as Myspace, Xanga and others and/or forum sites and/or blog sites for the purpose of posting slanderous or otherwise harmful information, whether true or untrue, about the character and/or actions of the district's students or staff on district or personal technology equipment.
18. Do not use instant messaging, text messaging and internet telephony services without the consent of your teacher, supervisor or director.
19. Do not connect or attempt to connect personal electronic devices such as personal computers, handheld computers, smart phones, gaming consoles, etc. to the Penta network. This includes wireless as well as wired connections.

#### **IV. Privacy**

Network and internet access is provided as a tool for education. Penta Career Center 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 Penta Career Center and no user shall have any expectation of privacy regarding such materials.

#### **V. Failure to Follow Policy and Breach of Agreement**

The user's access of computer systems, the network and the internet is a privilege, not a right. A user who violates this policy and breaches his/her agreement, may at the discretion of the Administration, have his or her access terminated for the remainder of the school year. The Penta Career Center reserves the right to refuse reinstatement of access for subsequent school years. 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 or password to access the computer network and internet, including any user whose access has been denied or terminated. The Penta Career Center may take other disciplinary action.

## **VI. Warranties/Indemnification**

The Penta Career Center makes no warranties of any kind, either expressed 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) or any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the use of its computer networks or the internet under this Policy and Agreement. By signing this Policy and Agreement, users are taking full responsibility of 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 the Penta Career Center that provides the computer and internet access opportunity to the Penta Career Center 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 or, if the user is a minor, the user's parent(s) or guardian(s) agrees to cooperate with the Penta Career Center in the event of the Penta Career Center 's initiating an investigation of a user's use of his or her access to its computer network and internet, whether that use is on a Penta Career Center computer or on another's computer outside the Penta Career Center's network.

## **VII. Updates**

Users may be asked from time to time to provide new or additional registration and account information, which must be proved by the user if he or 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 Technology Specialist of the change.