

POLICY 6061  
Adopted January 16, 1996  
Revised March 5, 2001

## 10.0 INTERNET USE POLICY AND AGREEMENT

### **INTRODUCTION**

The Internet is a worldwide network of computers that make up a major artery on the "information highway". The Internet is a place for the exchange of information and ideas on a wide range of subjects. With access to computers and people all over the world, there is also availability of materials that may not be considered to be of educational value in the context of the school setting. Rush County Schools has taken precautions to restrict access to controversial materials. However, on a global network, it is impossible to control all materials. As such, users may encounter materials they consider obscene, abusive, or otherwise offensive. Rush County Schools firmly believes that information and the interaction available utilizing this resource network outweighs the possibility that users may access materials that are not consistent with the educational goals of Rush County Schools. Internet access is seen as a supplement to traditional print and non-print sources.

When Internet utilization is a part of a classroom activity, the parent or guardian of a Rush County Schools student may request that an appropriate activity be substituted. The request should be made in writing to the student's teachers and delivered to the teacher at least one day prior to the scheduled Internet activity. Rush County Schools' Internet policies and procedures shall be available for review by all parents, guardians, staff and members of the community.

### **USER RESPONSIBILITIES WITHIN RUSH COUNTY SCHOOLS**

Rush County Schools does not assume responsibility to the Internet community to enforce accepted standards of net protocol. Termination of a user's network password and identification will be recommended if misuse of the Internet is discovered.

Use of the Internet within Rush County Schools must be in support of education and research and be consistent with the educational objectives of the corporation. Transmission of any materials in violation of any federal, state or local regulation or law is prohibited. This includes, but is not limited to copyrighted materials, threatening or obscene materials or materials protected by trade secrets. Use for product advertisement or political lobbying is prohibited. In addition, it is prohibited to:

- a. Access, upload, download, transmit, or distribute pornographic obscene, harassing, or sexually explicit materials.
- b. Transmit obscene, abusive or sexually explicit language.
- c. Violate any local, state, or federal statute.
- d. Vandalize, damage, or disable the property of another person or organization.
- e. Access any other materials, information, or files without the implied or direct permission of the person or organization.
- f. Violate copyright, or otherwise use another person's intellectual property without his or her prior approval or proper citations.

Internet communications between individuals are not considered to be private and even though every effort is made to ensure their security, the user should be aware that Internet security is tenuous at best and that network system operator are required to report to the proper legal authorities any illegal activities. Users should refrain from sending any material over the network that they would not want published on the front page of their local paper, a regional paper such as the *Indianapolis Star* or national newspapers such as the *New York Times*. Users should be aware that it is a violation of network policy to attempt to log on the network using another individual or group's name and password. Misuse of names and passwords can result in the cancellation of network privileges and other penalties. Malicious attempts to harm or destroy data of another user, the Internet or any agency connected to the Internet backbone, including the loading of computer viruses or worms, is a violation of federal law.

Users are expected to "clean up" their mailboxes at appropriate times so as not to create a storage problem on the host server. It will be the job of the Internet system operator to monitor user activity and maintain system space.

The use of the Internet is a privilege, not a right; inappropriate use may result in the termination of the privilege. Internet activity, which violates the rules and policies of Rush County Schools, will subject the user to appropriate disciplinary sanctions.

Accidental access of specific sites that violate policy must be reported immediately to the immediate supervisor or system operator.

Network etiquette expects that users abide by the following guidelines. These guidelines include but are not limited to:

1. The use of vulgar, obscene, and otherwise inappropriate language is prohibited.
2. Personal information such as home telephone numbers, names and addresses shall not be shared over the net.
3. Information accessible via the network should be assumed to be private property.
4. Any attempt to compromise network security is prohibited. Any user identifying a possible breach in security must notify a system administrator.

## **INFORMATION AND SERVICE DISCLAIMERS**

Rush County Schools makes no warranties of any kind, whether expressed or implied, for the information gained through the Internet. The school corporation cannot be held responsible for any damages resulting from the delay of data, nondelivery, misdelivery, and service interruptions. Use of information obtained through the Internet is at the user's own risk. Rush County Schools specifically denies any responsibility for the accuracy or quality of the information obtained through this service.

Rush County Schools retains the authority to select, change, and/or terminate carrier and/or support services any time.

## **USER AGREEMENT**

All students, staff and members of the public in general who request access to Internet resources through Rush County Schools, whether using computers, modems and/or phone lines owned or controlled by Rush County Schools or not, will complete and sign an Internet Use Agreement with Rush County Schools as attached. In the case of individuals under the age of 18, parental consent and signatures will be required before access will be granted. Rush County Schools requires the permission of and supervision by the school's professional staff for a student to use a school account on resource to access the Internet. It is the policy of the Rush County Schools that the cost of any materials secured utilizing the Internet are the responsibility of the individual user or, in the case of a person under the age of 18, the person who authorizes a network account. This authorization extends to any financial obligation that may be incurred when utilizing the network as a source of goods or services. In no circumstances will Rush County Schools be liable for any unauthorized purchases made utilizing accounts secured through or equipment owed by Rush County Schools. The signatures on the attached agreement are legally binding and indicate the party (parties) who has (have) read the terms and conditions carefully and understand(s) their significance.

## **SECURING AN INTERNET ACCOUNT**

Rush County Schools will provide Internet access to students, staff, faculty, parents of students, and community members in an arranged usage situation. Maintenance fees for individual accounts are the responsibility of each individual.

## **SAFETY AND SECURITY**

To maintain personal safety and security, users are advised not to reveal user names, passwords, personal addresses or phone numbers or those of other students or colleagues to unknown Internet users. Users are advised not to respond to unsolicited requests for personal information or unsolicited offers of a personal nature. Such solicitations are to be reported to the supervising teacher.

Date:

To: Parents and Student of Rush County School Corporation

The Rush County School Corporation offers student access to the Internet - another tool for life-long learning. The Internet is an electronic highway connecting hundreds of thousands of computers and millions of individual users all over the world. This computer technology will help propel our schools through the communication age by allowing students and staff to access and use resources from distant computers, communicate and collaborate with the other individuals and groups around the world, and significantly expand their available information base.

Parents should be aware that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate or potentially offensive to some people. In addition, it is possible to purchase certain goods and services via the Internet which could result in unwanted financial obligations for which a student's parent or guardian would be liable. It is also possible to access and use information that is protected by state and federal copyright laws.

While the School Corporation's intent is to make Internet access available for the purpose of educational goals and objectives, students may find ways to access other materials as well. Even with the utilization of technical methods or systems to regulate student's Internet access, such methods cannot guarantee compliance with the School Corporation's acceptable use policy. However, the Rush County School Corporation believes that the benefits of having Internet access available to students exceeds any disadvantage. Parents and guardians of minor students are ultimately responsible for setting and conveying the standards that their children should follow when using media and information sources. The Rush County School Corporation Internet policy will be available on request. The Rush County School Corporation also provides parents and guardians with the option of requesting that alternate activities be made available in place of Internet usage for their children.

Respectfully,

Edwin A. Lyskowsinski  
Superintendent

**RUSH COUNTY SCHOOL CORPORATION  
STAFF INTERNET ACCESS  
RELEASE FORM**

As a condition of using the Rush County School Corporation's Internet, I understand and agree to the following:

1. I hereby knowingly and voluntarily agree that the Rush County School Corporation shall have the right to review any material stored on any system provided by the School corporation and to edit or remove any material.
2. In consideration for using the Internet and having access to public networks, I hereby release the Rush County School Corporation, its officers, employees, and agents from any and all claims and damages arising from misuse, or inability to use Internet.
3. I understand and agree that I will assume full responsibility, financial and otherwise, for any and all costs that I may incur while using School Corporation-provided access to the Internet that have not been authorized or approved by the School Corporation.
4. I have read and agree to comply with the Board policy governing access to electronic information, services and networks policy (Internet), and the implementing guidelines adopted by the Superintendent. I also understand that any violation of the regulations is unethical and may constitute a criminal offense. Should any violation of the regulations, criminal code, Board policy and/or these guidelines be committed, I understand and agree that access privileges are subject to revocation and/or that I may be subject to disciplinary action, up to and including termination. This policy is subordinate to local, state and federal statutes.

NAME (Please Print) \_\_\_\_\_ SCHOOL \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

NOTICE: This policy and all its provisions are subordinate to local, state and federal statutes.

**RUSH COUNTY SCHOOL CORPORATION  
STUDENT/COMMUNITY MEMBER INTERNET ACCESS  
RELEASE FORM**

As a condition of using the Rush County School Corporation's Internet, I understand and agree to the following:

1. I hereby knowingly and voluntarily agree that the Rush County School Corporation shall have the right to review any material stored on any system provided by the School Corporation and to edit or remove any material.
2. In consideration for using the Internet and having access to public networks, I hereby release the Rush County School Corporation, its officers, employees, and agents from any and all claims and damages arising from misuse, or inability to use Internet.
3. I have read and agree to comply with Board policy governing access to electronic information, services and networks policy (Internet) and these guidelines. I also understand that any violation of the regulations is unethical and may constitute a criminal offense. Should any violation of the regulations, criminal code, Board policy and/or these guidelines be committed, I understand and agree that access privileges are subject to revocation and/or that I may be subject to disciplinary action, up to and including expulsion.
4. I understand and agree that I will assume full responsibility for any and all costs, financial and otherwise, that may be incurred by the student while using School Corporation-provided access to the Internet that have not been authorized or approved by the School Corporation.

STUDENT NAME (Please Print) \_\_\_\_\_ SCHOOL \_\_\_\_\_  
STUDENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
COMMUNITY MEMBER NAME (Please Print) \_\_\_\_\_  
COMMUNITY MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

I **agree** to the above rules and **give permission** for my un-emancipated child to access Internet.

PARENT/GUARDIAN (Please Print) \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

I **do not give permission** for my un-emancipated child to access Internet.

PARENT/GUARDIAN (Please Print) \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

NOTICE: This policy and all its provisions are subordinate to local, state and federal statutes.