



JCS-Inc. Form

## 5016.3 Acceptable Use Agreement

Internet access may be available to students and teachers in resource and learning centers and academies affiliated with JCS, Inc. (JCS). We are pleased to provide this Internet access and believe the Internet offers vast, diverse, and unique resources to both students and teachers. Our goal in providing this service to teachers and students is to promote educational excellence by facilitating resource sharing, innovation, and communication.

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 the school setting. JCS has taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. We firmly believe that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may procure material that is not consistent with the educational goals of our school.

The smooth operation of technology in our resource and learning centers and academies relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of network resources. If a JCS user violates any of these provisions, his or her account will be terminated and future access could possibly be denied.

As used in this policy, “user” includes anyone using the computers, Internet, email, chat rooms and other forms of direct electronic communications or equipment provided by JCS.

The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

### Internet--Terms and Conditions of Use

- **Educational Purpose:** The JCS Internet system has been established for a limited education purpose. “Education purpose” includes school activities, continuing education, professional or career development, and high-quality, educationally enriching personal research. It has not been established as a public access service, a public forum, or for political lobbying. School access to the Internet may not be used for commercial purposes. “Commercial purposes” refers to the unauthorized offering, providing, or purchasing of products or services through the School Internet system.
- **Responsibilities:** While it is impossible to control all material on a public network, JCS has taken reasonable precautions to restrict access to materials it considers harmful and to materials that do not support approved educational objectives, and to comply with the Children’s Internet Protection Act (CIPA). Teachers, parents and/or staff will instruct students in appropriate ways to access Internet resources. Teachers, parents and/or staff will use reasonable measures to ensure that information gathered from the Internet appropriately supports educational purposes. All users must follow this policy and report any misuse of the network or Internet to appropriate School personnel.
- **Revocable Right:** The use of the JCS computer system is a revocable privilege for all users. The JCS computer systems, equipment, and all user accounts are the property of JCS. Privacy rights do not apply to the use of the computer system or user accounts, and the School reserves the right to monitor and access information maintained in the system and in users’ accounts for the purpose of determining if a violation of this agreement has occurred.

- **Prohibited Use:** Purposeful access, downloading, or transmission of any “harmful matter” in violation of any federal law, state law, or School policy is prohibited. This includes, but is not limited to:
  - Any information that violates or infringes upon the rights of any other person.
  - Any hate-motivated, fraudulent, defamatory, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal language or material.
  - Any information/communication that encourages the illegal use of controlled substances, or promotes criminal behavior.
  - Any material that violates copyright laws.
  - Transmission, creation, or participation in unauthorized advertisements, solicitations, commercial or political lobbying.
  - Deleting, copying, modifying, or forging other users’ names, emails, files, or data, using another’s account password(s), accessing, transmitting, or downloading inappropriate files, or purposeful access of inappropriate materials or sites.
  - Vandalism, unauthorized access, obtaining and/or using anonymous email sites; spamming, “hacking,” or tampering with hardware or software. This includes the introduction of “viruses,” “worms,” non-licensed or pirated software, or any software or hardware for the purpose of disrupting or damaging JCS computer systems.

All ongoing transmissions of information are unsecured and sent at the risk of the user. JCS will remove any information from the system that the staff determines to be unlawful, obscene, pornographic, abusive, harassing, or otherwise in violation of this agreement, including all items defined as “harmful matter.” Staff will refer any individual who violates provisions of this agreement for disciplinary action. Cancellation of user privileges and other consequences will be at the discretion of the staff.

- **Netiquette (Network Etiquette):** The use of School computer systems requires that students abide by accepted rules of network etiquette. These include, but are not limited to, the following:
  - Be polite. Do not send abusive messages to anyone.
  - Use appropriate language. Do not swear or use vulgarities or any other inappropriate language. Any reference to illegal activities is strictly forbidden. Knowledge of messages relating to or supporting illegal activities must be reported to appropriate authorities.
  - Maintain privacy. Do not reveal either your personal information or that of others. This includes addresses and phone numbers. Before identifying a student by name or photo, the school must have on file an Publication of Student Work/Pictures Permission Form signed by the parent authorizing publication.
  - Respect copyright. All intellectual property accessible via the network should be assumed to be the property of the author and may not be reused without his/her permission.
  - Do not disrupt the network. Do not use the network in a way that would disrupt its use by others.
- **Rights and Expectations:** The JCS Internet system is considered a limited public forum, and JCS may restrict student speech for valid educational reasons. Students own the copyright to works that are created in school or for class assignment. If the work is created jointly, each student will have joint ownership of the copyright. Additionally, each student and parent/guardian must agree to the posting of work on a School website.
- **Security:** If a student becomes aware of a security issue or breach on the School computer system, it is his/her responsibility to notify a staff member immediately, either in person, in writing, or via the network system. Sharing

details of a security issue or breach with non-staff members is a violation of this procedure and may result in the denial of access or other consequence.

- Vandalism: Vandalism of a School computer system will result in cancellation of privileges and/or disciplinary action that may include notification of law enforcement. Vandalism includes, but is not limited to, the uploading or creation of computer viruses or similar software, and the hacking or altering of software or hardware configurations. Parents or guardians may be held financially responsible for any harm resulting from their child's misuse of the computer system.
- Limitations of Liability: JCS does not guarantee that functions or services provided through the School Internet service will be without error. JCS will not be held responsible for loss of data. Students are responsible for backing up student-generated files specifically denies any responsibility for the accuracy or quality of information obtained via the School computer system.

**By signing the Acceptable Use Agreement form, parent/guardian and student acknowledge and agree to the terms of use as spelled out in the Acceptable Use Policy.**