

## Access to Electronic Networks

### **6:235-E Exhibit - Authorization for Electronic Network Access**

*Each staff member must sign this Authorization as a condition for using P.A.E.C.'s electronic networks. Each student and his or her parent(s)/guardian(s) must sign the Authorization before being granted unsupervised access. Please read this document carefully before signing.*

All use of the Internet shall be consistent with P.A.E.C.'s goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This *Authorization* does not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow the terms of the *Authorization for Electronic Network Access* will result in the loss of privileges, disciplinary action, and/or appropriate legal action.** The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

#### Terms and Conditions

**Acceptable Use** - Access to P.A.E.C.'s electronic network must be: (a) for the purpose of education or research, and be consistent with the educational objectives of P.A.E.C. and its member districts, or (b) for a legitimate school business use.

**No Expectation of Privacy** - The user has no expectation of privacy in any material that is stored, transmitted, or received via the Internet, P.A.E.C.'s network or P.A.E.C.'s computers.

**Privileges** - The use of P.A.E.C.'s electronic networks is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The Executive Director or designee will make all decisions regarding whether or not a user has violated the terms of access privileges and may deny, revoke, or suspend access at any time. His or her decision is final.

**Unacceptable Use** - The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

- a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
- b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
- c. Downloading copyrighted material for other than personal use;
- d. Using the network for private financial or commercial gain;
- e. Wastefully using resources, such as file space;
- f. Hacking or gaining unauthorized access to files, resources or entities;
- g. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
- h. Using another user's account or password;
  - i. Posting material authored or created by another without his/her consent;
  - j. Posting anonymous messages;
- k. Using the network for commercial or private advertising;
  - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material. This includes using the network to engage in bullying as defined by State law; and
- m. Using the network while access privileges are suspended or revoked.

**Network Etiquette** - You are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- a. Be polite. Do not become abusive in your messages to others.
- b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
- c. Do not reveal the personal information, including the addresses or telephone numbers, of students or colleagues.
- d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all e-mail. E-mail messages relating to or in support of illegal activities may be reported to the authorities.
- e. Do not use the network in any way that would disrupt its use by other users.
- f. Consider all communications and information accessible via the network to be private property.

**No Warranties** - P.A.E.C. makes no warranties of any kind, whether expressed or implied, for the service it is providing. P.A.E.C. will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the users own risk. P.A.E.C. specifically denies any responsibility for the accuracy or quality of information obtained through its services.

**Indemnification** - The user agrees to indemnify P.A.E.C. for any losses, costs, or damages, including reasonable attorney fees, incurred by P.A.E.C. relating to, or arising out of, any violation of this *Authorization*.

**Security** - Network security is a high priority. If you can identify a security problem on the Internet, you must notify the Executive Director or Program Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

**Vandalism** - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

**Telephone Charges** - P.A.E.C. assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

**Copyright Web Publishing Rules** - Copyright law and Board policy prohibit the re-publishing of text or graphics found on the Web or on P.A.E.C. Web sites or file servers, without explicit written permission.

- a. For each re-publication (on a Web site or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
- b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.

- c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Web site displaying the material may not be considered a source of permission.
- d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and student.

**Use of Electronic Mail - P.A.E.C.**'s electronic mail (e-mail) system, and its constituent software, hardware, and data files, are owned and controlled by P.A.E.C. P.A.E.C. provides e-mail to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.

- a. P.A.E.C. reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an e-mail account is strictly prohibited.
- b. Each person should use the same degree of care in drafting an e-mail as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail that would be inappropriate in a letter or memorandum.
- c. E-mail transmitted via P.A.E.C.'s Internet gateway carry with them an identification of the user's Internet "domain." This domain name is a registered domain name and identifies the author as being with P.A.E.C. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of P.A.E.C. Users will be held personally responsible for the content of any and all e-mails transmitted to external recipients.
- d. Any e-mail received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- e. Use of P.A.E.C.'s e-mail system constitutes consent to these rules.

### Internet Safety

Internet access is limited to only those "acceptable uses" as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in this *Authorization*, and otherwise follow this *Authorization*.

Staff members shall supervise students while students are using P.A.E.C. Internet access to ensure that the students abide by the Terms and Conditions for Internet access contained in this *Authorization*.

Each P.A.E.C. computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Executive Director or designee.

The Executive Director or designee and Program Principals shall monitor student Internet access.

LEGAL REF.:No Child Left Behind Act, 20 U.S.C. §6777.

Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).

Enhances Education Through Technology, 20 U.S.C §6751 et seq.

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

105 ILCS 5/27-23.7, 10/1 et seq.

720 ILCS 135/0.01.

### **Authorization for Electronic Network Access Form**

*Submit to Program Principal.*

Students and their parents/guardians need only sign this *Authorization for Electronic Network Access* once while the student is attending a P.A.E.C. program.

Staff members need only sign this *Authorization for Electronic Network Access* once while employed by P.A.E.C.

Please check the appropriate box:  Staff member

Parent/Guardian of student

Student \*

Other: \_\_\_\_\_

I understand and will abide by the above *Authorization for Electronic Network Access*. I understand that P.A.E.C. and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation of the policies and rules regarding permissible network use, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using P.A.E.C.'s electronic network connection and having access to public networks, I hereby release P.A.E.C. and its Governing Board members, employees, and agents from any claims and damages arising from my use of, or inability to use the Internet.

\_\_\_\_\_  
User Name (*please print*)

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

**\* Students are required to have a parent/guardian read and agree to the following:**

I have read this *Authorization for Electronic Network Access*. I understand that access is designed for educational purposes and that P.A.E.C. has taken precautions to eliminate controversial material. However, I also recognize it is impossible for P.A.E.C. to restrict access to all controversial and inappropriate materials. I will hold harmless P.A.E.C., its employees, agents, or Governing Board members, for any harm caused by materials or software obtained via the network. I accept full responsibility for supervision if and when my child's use is not in a school setting. I have discussed the terms of this *Authorization* with my child. I hereby request that my child be allowed access to P.A.E.C.'s Internet.

Parent/Guardian Name (*please print*)

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Parent/Guardian Signature

Date

DATED: October 11, 2011

**Proviso Area for Exceptional Children (P.A.E.C.)**

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