

# NOECA WEB SERVER ACCEPTABLE USE POLICY AND AGREEMENT

NOECA is pleased to make available to the districts and schools it serves, web server access. The purpose of the web server is three fold:

- A. To host district wide web pages and to disseminate information to the community, faculty and student body in an electronic medium. All information on the web page should be educationally related and reflect the views and policies of the district.
- B. To prevent schools from having to dedicate hardware and software resources for the single purpose of hosting a web page.
- C. To allow the district bandwidth utilization to remain "intact" for dedicated Internet, video, and telnet activity.

Listed below are the provisions of your agreement regarding web server hosting services. If you have any questions about these provisions, you should contact Northern Ohio Educational Computer Association to respond to your questions. If any School District and/or user violates this Policy and Agreement, access will be denied and the page(s) will cease to exist.

## **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 any misuse of the network to NOECA. Misuse means any violations of this 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.**

Districts will be responsible to assign a person(s) responsible (named in this document) for reviewing all material for the web page and for the upload (FTP). It is the sole responsibility of the district and the assign representative(s) as to the content of the material posted on the web page. Districts must have a district employee as the primary and secondary contact (even if student/s are developing the page).

## **III. Purpose and Use.**

- A. The School District is disseminating information on the Internet for the community, faculty and student body. All information posted on the web page should be viewed as a press release and represents the position and/or policies of the district. Material should be educationally related.
- B. No personal web pages for student or staff members will be hosted on the NOECA web server. Personal web pages are defined as those that contain personal information, opinions, views and hobbies. Individual web pages pertaining to class projects, activities and dissemination of information are permitted but must be reviewed and approved by the district designee(s) named in this document.
- C. Etiquette. All users must abide by rules of network etiquette, which include:
  - 1. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent or threatening language. Don't use language that is offensive to others, or make ethnic, sexual preference or gender-related slurs or jokes or allow links to sites that do contain such material.
  - 2. Don't use the district web page or personal web page for commercial transactions, product advertisement, or political lobbying.

3. Uses that cause harm to others or damage to their property.

Don't engage in defamation (harming another's reputation by lies); upload worms, viruses, trojan horses, time bombs, or other harmful programming or vandalism. Don't use copyrighted material on the page(s) without prior written approval.

#### **IV. Rights**

The School District and NOECA reserve the right to monitor, inspect, and review at any time and without prior notice any and all material of the web pages hosted on the NOECA web server and any and all information transmitted or received in connection with such usage. All such files shall be and remain the property of the School District.

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

The School District's use of the NOECA web server is a privilege, not a right. A School or District who violates this Policy and breaches his/her Agreement, shall have his or her access to the NOECA web server terminated. 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 NOECA web server, including any user whose access has been denied or terminated. The School District may also take other disciplinary action.

**VI. Warranties/Indemnification**

NOECA makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its NOECA web server provided under this Policy and Agreement. It shall not be responsible for any claims, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any School District or user arising out of the School Districts or user's use of its NOECA web server. By signing this Policy and Agreement, School Districts and users are taking full responsibility for the material published on the web server and are agreeing to indemnify and hold the Northern Ohio Educational Computer Association that provides the Web server access opportunity to the School District and all of their administrators, teachers and staff harmless from any and all loss, costs, claims or damages resulting from the improper use and/or unauthorized access to web server, including but not limited to any fees or charges incurred through purchases of goods or services by the user.

**VII. Updates**

School Districts may be asked from time-to-time to provide new or additional registration information or to sign a new Policy and Agreement, for example, to reflect developments in the law or technology.

**User Agreement**

Every school district, primary and secondary web contact utilizing the NOECA Web Server must read and sign below:

I have read, understand and agree to abide by the terms of the foregoing Acceptable Use Policy and Agreement. Should I commit any violation or in any way misuse my access to the School District's web page and the NOECA Web Server, I understand and agree that my access privilege may be revoked and School disciplinary action may be taken against me.

\_\_\_\_\_  
SCHOOL DISTRICT (Please print clearly) Phone: \_\_\_\_\_

\_\_\_\_\_  
Primary Web Contact (Print name clearly) Title: \_\_\_\_\_

Primary Web Contact e-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Optional - Secondary Web Contact (Print name clearly) Title: \_\_\_\_\_

Secondaryy Web Contact e-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_