

School Board Policy 524

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;

- b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
- c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
- d. information or materials that could cause damage or danger of disruption to the educational process;
- e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.

4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

ALTERNATIVE NO. 3

A. With respect to any of its computers with Internet access, the School District will monitor the online activities of minors and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

a. Information stored on school district diskettes, hard drives or servers.

- b. Information retrieved through school district computers, networks or online resources.
- c. Personal property used to access school district computers, networks or online resources.
- d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

- 1. A copy of the user notification form provided to the student user.
- 2. A description of parent/guardian responsibilities.
- 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
- 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
- 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A.** The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B.** The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C.** The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D.** Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Nevis School District Internet Acceptable Use Agreement

Please read this document carefully before signing.

Internet access is available to the Nevis School District. In bringing this access to the Nevis School District community, we believe the Internet offers vast, diverse, and unique resources to both students and teachers. Our goal in providing this service to the community is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

The Internet allows connection to thousands of computers all over the world and millions of individual subscribers. Access will provide:

- 1) Electronic mail (e-mail) communication with people all over the world.
- 2) Information and news from scientists from many research institutions.
- 3) Public domain software and graphics of all types for school use.
- 4) Discussion groups on a wide range of topics ranging from cultures to environment to music to politics.
- 5) Access to many University Library Catalogs, the Library of Congress, most public library electronic collections, and ERIC, a large collection of relevant information to educators and students.
- 6) Access to the World Wide Web.

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. On a global network it is impossible to control all materials and an industrious user may discover controversial information. We (Nevis School District) 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 the District.

Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network 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 the network resources. If a Nevis School District user violates any of these provisions, his or her account will be terminated and future access could possibly be denied.

The signature(s) associated with 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

1) **Acceptable Use** -- The purpose of the backbone networks making up the Internet is to support research and education in and among academic institutions by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and consistent with the educational objectives of the Nevis School District. Use of other organization's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to: *Copyrighted* material, threatening or obscene material, or material protected by trade secret.

2) **Privileges** -- The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. (Each student or teacher who receives an account will be part of a discussion with a Nevis School District staff member pertaining to the proper use of the network.) The system administrators will deem what is inappropriate use and their decision is final. Also, the system administrators may close an account at any time as required; the administration, faculty, and staff of Nevis School District may request the system administrator to deny, revoke, or suspend specific user accounts.

3) **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 use abusive language or phrases in your messages.
- b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Illegal activities are strictly forbidden.
- c) Do not reveal your personal address or phone numbers of students or colleagues.
- d) Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
- e) Do not use the network in such a way that you would disrupt the use of the network by other users.
- f) All communications and information accessible via the network should be assumed to be private property.

4) **Service** -- Nevis School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. Nevis School District will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by it's own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. Nevis School District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

5) **Security** -- Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet or Network, you must notify a system administrator or your Nevis District Internet Coordinator. Do not demonstrate the problem to other users. Do not use another individual's account except with staff authorization. Individuals whose accounts have been suspended or revoked may not use another person's account to access the Nevis School District network. Any individual who gives an account to such person may be subject to revocation of their user privileges. Attempts to log-on to the Network as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Network.

6) **Vandalism** -- Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy computer equipment, data of another user, the Internet, or any of the above listed agencies or other networks that are connected to any of the Internet backbones. This includes, but not limited to, the uploading or creation of computer viruses. This also includes physical abuse of equipment such as dismantling mouse, keyboard or monitor, disconnecting cables, stuffing items into CD drawer or other openings or intentionally damaging any component of the computer system.

7) **Competency** -- New users may be required to show competency in the use of a computer and the network before use. Any person not showing the required knowledge to properly access the network will be required to participate in community education classes or other classes which will allow them to properly use the system equipment.

School District Internet Use Agreement

I understand and will abide by the above Internet Use Agreement. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

User's Full Name: _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN:

(Must be signed if the applicant is a student)

As the parent or guardian of this student, I have read the Internet Use Agreement. I understand that this access is designed for educational purposes. Nevis School District has taken precautions to eliminate controversial material. However, I also recognize it is impossible for Nevis School District to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the network. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained in this form is correct.

Parent/Guardian's Name: _____
(Please print)

Parent/Guardian's Signature: _____

SPONSORING TEACHER:

(Must be signed if the applicant is a student)

I have read the Internet Use Agreement and agree to promote this agreement with the student. Because the student may use the network for individual work or in the context of another class, I cannot be held responsible for the student use of the network. As the sponsoring teacher, I do agree to instruct the student on acceptable use of the network and proper network etiquette.

Teachers Name: _____
(please print)

Teacher's Signature: _____

