

## SCHOOL PROPERTIES - INTERNET ACCEPTABLE USE 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 use of the Internet.

### II. GENERAL STATEMENT OF POLICY

In making decisions regarding student access to the school district computer system and to the Internet, the school district considers its own state 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 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's computer system, which includes Internet access. It is not the purpose of the system to provide students and employees with unlimited general access to the Internet and electronic mail, or to create a limited public forum for the discussion of issues. Access to the school district system is limited to educational purposes, which includes use of the system for classroom activities, professional or career development, limited high quality, self discovery activities, and for school administration. Users are expected to use the district system to further educational and employment 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. The district system is not available as a means to communicate information that is not necessary for or directly related to student course work or employee duties. (*Except as allowed under V. below.*)

### 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

All School District systems, equipment and Internet access must be used for business-related and/or educational purposes. (*Except as set forth herein.*)

*{Limited Personal Use Exception for Employees: De minimis personal use by employees during non-duty hours may be authorized in advance by their supervisor upon written request. Personal use of a more substantial nature (e.g. master's degree thesis, etc.) may be authorized by the Superintendent upon written request. Such personal use shall not violate any of the unacceptable use standards set forth below. }*

*{Limited Personal Use Exception for Students: De minimis personal use by students will*

*only be permitted during the school day, and then only upon advance permission of, and under the direct supervision of, the classroom teacher or administrator. Such personal use shall not violate any of the unacceptable use standards set forth below.}*

- 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, or distribute pornographic, obscene or sexually explicit material.
  2. Users will not use the school district system to transmit or receive obscene, profane, lewd, vulgar, rude, inflammatory, or sexually explicit language or language that is abusive, hostile, demeaning, disrespectful or threatening towards another individual.
  3. Users will not use the school district system to access, review, upload, download, store, print, post, or distribute materials that use language or images that are inappropriate in the educational setting or disruptive to the educational process and will not post information or materials that could cause damage or danger of disruption.
  4. Users will not use the school district system to access, review, upload, download, store, print, post, or distribute materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
  5. Users will not use the school district system to knowingly or recklessly post 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.
  6. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
  7. 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 system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.
  8. 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.
  9. Users will not use the school district system to post private information about another person or to post personal contact information about themselves or others persons including, but not limited to, address, telephone numbers, school addresses, identification numbers, account numbers, access codes or passwords

and will not repost a message that was sent to the user privately without permission of the person who sent the message.

10. 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.
  11. 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.
  12. In keeping with the educational purpose of the school district system, users will not use the system to communicate personal information or ideas that are not in furtherance of student course work or the specific duties of the employee sending the information. Uses that are not permitted include the advertisement of personal property for sale, the espousal of political views and social agendas, or the spreading of gossip. *(Limited personal use for checking and sending personal e-mails that do not otherwise violate this policy may be authorized by the employee's supervisor or the student's teacher.)*
  13. Users will not engage in any form of solicitation without the consent of their supervisor/teacher.
  14. Users will not enter into financial or contractual obligations without the prior express written consent of the School Board. Any financial or contractual obligation entered into by a user without the express prior consent of the School Board shall be the sole responsibility of the user.
  15. Users will not review or access any materials related to obtaining or using any controlled substance or products such as alcohol which may not lawfully be used or consumed by minors, without the express written permission of their supervisor/teacher.
- 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. This disclosure may serve as defense against an allegation that the user has intentionally violated this policy. A user may also in certain rare instances 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.

## VI. CONSISTENCY WITH OTHER SCHOOL POLICIES

- A. 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.

## VII. NO 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 no 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. Parents have the right at any time to investigate or review the contents of their child's files and email files. Parents have the right to request the termination of their child's individual account at any time.
- D. 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 Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).
- E. 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.

## VIII. 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 must be read and signed by the user, and a parent or guardian.  
The form must then be filed at the school office. Any district employee in a supervisory capacity regarding internet use will be given a copy of the Internet Acceptable Use Policy and the Internet Use Agreement form, and will acknowledge receipt of said document by their signature, which will also be filed at the school office.

## IX. LIMIT 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 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.

## X. 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. 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.
  - 4. 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 or the student's parents.
  - 5. Notification that should the user violate the school district's acceptable use policy, the student's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
  - 6. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## XI. PARENT 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, and the parent or guardian, prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

## XII. IMPLEMENTATION: POLICY REVIEW

- A. The school district administration may develop appropriate guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- B. The administration shall revise the student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district's 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.

## ADDENDUM

### STAFF AND STUDENT PERSONAL ELECTRONICS

The security of school district systems depends upon strict control of the school district network and all devices that connect to the district network. Great care is taken to assure that devices are free from threats to systems including viruses and other malware. Every effort is made to restrict the ability of users to access these external threats and to protect district systems from threats originating from the outside. This security is severely compromised when a student or staff-owned computer or other electronic device capable of network access is introduced to the district network. For the purposes of this addendum, any device owned by a staff member, student, family, or other non-school district entity capable of gaining access to the district network for the purpose of internet browsing, file transfer or other network communications (laptop computers, cell phones, personal digital assistants, etc.) is covered under this policy and will be referred to as a "personal electronic device".

#### A. STAFF USE OF PERSONAL ELECTRONIC DEVICES

1. Staff may use their own personal electronic devices provided that the use of such devices fall within the scope of limited educational purpose as described in section III of this document. Any use of such devices on school district property is governed by this Acceptable Use Policy

2. Staff using personal laptop computers on the district network must inform the appropriate technical personnel to ensure the device is free from, and protected from threats such as viruses or other malware. The staff member will be responsible for purchasing and installing any required software.

## B. STUDENT USE OF PERSONAL ELECTRONIC DEVICES

Student use of personal electronic devices is prohibited on school district networks. The district is responsible for providing adequate access to all resources necessary for students to complete any coursework required by their instructor.

This policy only pertains to the use of personal electronic devices while on district property. The use of computers at home or some other remote location (outside of the district network) for the purpose of accessing resources provided by the district is permitted, but is still subject to the provisions of this Acceptable Use Policy.

In the event that the district is unable to provide the equipment necessary for a student to complete required coursework, the student may request written permission from the building principal to use their personal electronic device on district property for the sole purpose of completing the course requirements. Any devices used will be subject to inspection by appropriate technology personnel to ensure the device is free from, and protected from threats such as viruses or other malware. Permission for use of such devices terminates upon completion of the required coursework.