EHA-R - ACCEPTABLE NETWORK AND INTERNET USE POLICY Highmore-Harrold School District

I. Introduction

The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) require public schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This District's Acceptable Network and Internet Use Policy (hereinafter "AUP") is intended to set forth the specific obligations and responsibilities of all users, including students and staff, who access the District's Network, and to ensure such use complies with the CIPA requirements.

Purpose

The Highmore-Harrold School District is pleased to offer students, faculty, and staff access to technology resources for schoolwork and enrichment activities. The purpose of the Highmore-Harrold School District's technology resources is to provide additional educational resources and communication tools for students and teachers. These resources will help teachers to facilitate education and research consistent with the objectives of the Highmore-Harrold School District. Please read through these policies carefully, and return the signature page to show your understanding and acceptance of the policy.

Regulations

The use of the Highmore-Harrold School District's technology resources is a privilege, not a right. The privilege of using the technology resources provided by the Highmore-Harrold School District is not transferable or extendible by students to people or groups outside the district and terminates when a student or employee is no longer enrolled in the Highmore-Harrold School District. This policy is provided to make all users aware of the responsibilities associated with efficient, ethical, and lawful use of technology resources. If a person violates any of the User Terms and Conditions named in this policy, privileges may be terminated, access to the school district technology resources may be denied, and the appropriate disciplinary action shall be applied. The Highmore-Harrold School District's Student Handbook shall be applied to student infractions.

Technology Resources Definition

The Highmore-Harrold School District's technology resources include but are not limited to the following resources: network, Internet, computer hardware, software, printers, servers, stored text, data files, electronic mail, optical media, digital images, and new technologies as they become available.

"Network" is defined as any and all District owned computers, servers, hardware or software, the District's local area network, wireless access points, the Internet, Internet 2, the District intranet, email, chat rooms, other forms of direct electronic communications or other communications equipment provided by the District regardless of the physical location of the user. This AUP applies even when District provided equipment (laptops, tablets, etc.) is used on or off premises of District property.

II. Acceptable Use

The Network may be used only as a tool to support and advance the functions of the District as well as its curriculum and educational programs. Access to the District's Network is a privilege

and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the District's Internet Safety Policy and this AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the District. Faculty and staff may use the Network primarily in support of education and research consistent with the educational objectives of the District. Faculty and staff may access the Network for limited personal use but not for any commercial or business use; however, such personal use may not violate any applicable rules and regulations or applicable administrative procedures or interfere with job performance. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

All members of the staff who wish to use the Network must sign this AUP whenever requested by the District, to confirm that the staff person has read and understands this policy and agrees to abide by it. Each student must sign this AUP annually to confirm that the student has read and understands this policy and agrees to abide by it. Students who are under 18 must have their parents or guardians sign this AUP and submit it to the District.

III. Network Etiquette

Users are expected to abide by generally accepted rules of network etiquette (netiquette). These include but are not limited to:

- A. Be polite. Do not send or encourage others to send messages that are abusive or otherwise fall in the definition of Prohibited Use in Section IV.
- B. Use appropriate language. Remember you are a representative of your school on a non-private network. You may be alone on a computer but what you write can be viewed around the world. Do not swear, use vulgarities or any other inappropriate language.
- C. All communications and information accessible via the Network should be considered private property that you cannot appropriate for your own use without appropriate attribution and consent.

IV. Prohibited Use

The District reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

- A. Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;
- B. Criminal activities that can be punished under law;
- C. Selling or purchasing illegal items or substances;
- D. The unauthorized collection of email addresses ("harvesting") of e-mail addresses from the Global Address List and other District directories;
- E. Obtaining and/or using anonymous email sites; spamming; spreading viruses;
- F. Circumvention of the District's Technology Protection Measure/filter to access blocked sites;
- G. Disclosure of minors' personal information without proper authorization;

- H. Students' disclosure of personal information such as the student's name, address, phone number, password or social security number, to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites
- I. Causing harm to others or damage to their property, such as:
 - 1. Using profane, abusive, or impolite language; threatening, harassing, bullying or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials;
 - 2. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
 - 3. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, install commercial software, freeware or shareware software, or disrupting any computer system performance;
 - 4. Using any District computer to pursue "hacking," internal or external to the District, or attempting to access information protected by privacy laws; or
 - 5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
- J. Engaging in uses that jeopardize access or lead to unauthorized access into others' accounts or other computer networks, such as:
 - 1. Using another's account password(s) or identifier(s);
 - 2. Interfering with other users' ability to access their account(s); or
 - 3. Disclosing your own or anyone's password to others or allowing them to use your or another's account(s).
- K. Using the network or Internet for Commercial purposes:
 - 1. Using the Internet for personal financial gain;
 - 2. Using the Internet for personal advertising, promotion, or financial gain; or
 - 3. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

V. Off-Premise Use of Network

Students under the age of 18 should only access District-assigned email accounts and/or other Network components including but not limited to school-assigned computers such as laptops, tablets or e-readers off of District premises if a parent or legal guardian supervises their usage at all times. The student's parent or guardian is responsible for monitoring the minor's off-premise use of the Network and ensuring such use complies with this AUP.

VI. Disclaimer

The District makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the Network or accounts. Any additional charges a user accrues due to the use of the District's network are to be borne by the user. The District also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of the District, its affiliates, or employees.

VII. Enforcement

Prohibited use of the Network may, for students, result in disciplinary action up to and

including suspension or expulsion from school or, for employees, suspension or termination of employment. Where circumstances warrant, prohibited use of the Network may be referred to law enforcement authorities.

When a school administrator has a reasonable belief that a student has violated a school rule, policy or the law, and there are facts and inferences that would cause a reasonable person to suspect that a search of the student's personal technology device(s) will reveal evidence of a violation of said school rule, policy or the law, the administrator shall have the authority to search such device, provided that the scope of the search relates to the suspected violation giving rise to the reasonable suspicion.

PARENT PERMISSION FORM AND USER AGREEMENT

As a parent or guardian of a student at school, I have read the above information about the appropriate use of computers and technology equipment at the school and I understand this agreement will be kept on file at the school. If equipment is damaged a report will be completed and kept on file. Questions should be directed to the principal, superintendent, network administrator, or computer teacher for clarification.

My child may use the Internet while at school according to the attached policy.
I would prefer that my child not use the Internet while at school.
understand that from time to time the school may wish to publish examples of student projects, photographs of students, and other work on Internet or server. No last names will be used.
Use of work.
My child's work can be published on the Internet, <u>including teacher private wiki spaces used for educational use</u> . i.e. class projects
I would prefer that my child's work not be published on the Internet, <u>except for teacher private</u> wiki spaces used for educational use. i.e. class projects
Use of picture. My child's picture can be published on the Internet.
I would prefer that my child's picture not be published on the Internet.
have read, understand and agree to comply with this Acceptable Network and Internet Use Policy.
Date: School:
Student Name(s): Student Signature:

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Parent/Legal Guardian or	Parent/Legal Guardian or	
Faculty Name:	Faculty Signature:	

LAPTOP COMPUTER PROTECTION

The Highmore-Harrold School District recognizes that with the implementation of the laptop initiative there is a need to protect the investment by both the District and the Student/Parent. The following outlines the various areas of protection: warranty, accidental damage protection and insurance.

MANUFACTURE WARRANTY: This coverage is purchased by the Highmore-Harrold School District as part of the purchase price of the equipment. Manufacture warrants the laptops from defects in materials and workmanship. This limited warranty covers normal use, mechanical breakdown or faulty construction and will provide replacement parts necessary to repair the laptop computer or laptop computer replacement. The Manufacture warranty <u>does not</u> warrant against damage caused by misuse, abuse, accidents or computer viruses.

ACCIDENTAL DAMAGE PROTECTION: The Highmore-Harrold School District has purchased insurance coverage to protect the laptop computers against accidental damage such as: liquid spills, accidental drops, power surges, and natural disasters. This coverage <u>does not</u> provide for damage caused by fire, theft, loss, misuse, intentional or frequent damage or cosmetic damage. The School District will assess the laptop computer damage and repair or replace the machine at no cost if the damage is determined to be accidental, infrequent, and within the protection guidelines.

INSURANCE FOR THE	EFT, LOSS OR FIRE: Laptop computers that are stolen, lost or damaged by fire,
misuse, intentional o	r frequent damage or cosmetic damage are not covered by the Manufacture or the
Accidental Damage P	rotection outlined above. Following are the <u>two options</u> that are available for these
types of losses, and t	he Student/Parent must commit to one by checking the appropriate box.
Personal Insurance	☐ You will cover the laptop computer under your own insurance policy and in
	the case of a theft, loss or damage by fire, you agree to pay the District the
	amount received from your insurance company plus any additional amount needed to cover the laptop computer replacement not to exceed \$900.00.
School District	☐ You choose to pay the school district a \$100.00 per occurrence.

ADDITIONAL INFORMATION: In cases of theft, vandalism and other criminal acts, a police report, or in the case of fire, a fire report **MUST be filed by the student or parent** for the protection coverage to take place. A copy of the police/fire report must be provided to the principal's office.

The \$100.00 additional charge is the responsibility of the student/parent and must be paid before the laptop computer can be repaired or replaced.

INTENTIONAL DAMAGE: Students/Parents are responsible for full payment of intentional damages to laptop computers. Warranty, Accidental Damage Protection, or School District Laptop Protection **DOES NOT** cover intentional damage of the laptop computers.

Student Pledge for Laptop Use

- 1. I will take good care of my laptop computer and know that I will be issued the same laptop computer each year.
- 2. I will never leave the laptop computer unattended; my laptop computer will be secure at all times.

- 3. I will never loan out my laptop computer to other individuals.
- 4. I will charge my laptop's battery nightly.
- 5. I will keep food and beverages away from my laptop computer since they may cause damage to the computer.
- 6. I will not disassemble any part of my laptop computer or attempt any repairs.
- 7. I will protect my laptop computer by only carrying it while in the bag provided or an approved case. Computer bags furnished by the school district must be returned with only normal wear and no alterations to avoid paying a bag replacement fee.
- 8. I will use my laptop computer in ways that are appropriate and educational.
- 9. I will not place decorations (such as stickers, markers, etc.) on the District laptop computer.
- 10. I understand that my laptop computer is subject to inspection at any time without notice and remains the property of the Highmore-Harrold School District.
- 11. I understand and agree to follow the criteria described in the Privileges and Consequences Table
- 12. I will file a police report in case of theft, vandalism, and other acts covered by insurance and notify the Technology Coordinator or Principal's Office.
- 13. I will be responsible for all damage or loss caused by neglect or abuse.
- 14. I agree to pay for the replacement of my power cords, battery, or laptop case in the event any of these items are lost or stolen.
- 15. I agree to return the District laptop computer and power cords in good working condition.

<u>Laptop Computer Use Violations:</u>

The consequences of violating this policy are as follows: The 1st offense will result in an official warning. The 2nd offense can result in suspension of laptop computer privileges for 5 days. The 3rd offense can result in suspension of laptop computer privileges for <u>up</u> to 10 days. The 4th offense can result in suspension of laptop computer privileges for the remainder of the school year.

Computer Network Violations:

Consequences: The 1st offense can result in a 10-day suspension of laptop computer privileges. The 2nd offense can result in the suspension of laptop computer privileges for the remainder of the school year. Depending on the violation, students may also be referred to law enforcement authorities, and may also be subject to possible long term suspension or recommended expulsion from school.

- 1. Users shall be responsible for any costs, fees, charges, or expenses incurred under the person's account in connection with the use of the network or Internet except such costs, fees, charges, and expenses as the school district explicitly agrees to pay.
- 2. Any security or equipment problems arising from the use of technology resources must be reported to the District's Technology Coordinator or Principal's Office.
- 3. Students will be held responsible for maintaining their individual school computers and keeping them in good working order.

- a. Laptop computers that malfunction or are damaged must first be reported to the Technology Coordinator. The school district will be responsible for repairing computers that malfunction. Computers that have been damaged from normal use or accidentally will be repaired with no cost or minimal cost to the student.
 - i. Upon the 3rd incident of accidental damage, the student can lose laptop computer privileges for 5 school days. Upon the 4th incident, the student will lose laptop computer privileges for 10 school days. Upon the 5th incident, the student will lose the privilege of using a laptop computer for the remainder of the school year.

Incidences of damage after the 3rd occurrence will be deemed as carelessness. The student will be charged a fee based on the schedule below. In addition, a "loaner" laptop computer will not be offered to the student. These charges will occur outside of the Accidental Damage Protection purchased by the school district.

Item	Cost
Broken Latch	\$10
Damaged Keyboard	\$10
Broken Screen	\$50
Dropped/Broken laptop computer	\$100
Re-image Hard Drive	\$15
Damaged charger/cord	\$35

- b. Students will be entirely responsible for the cost of repairs to computers that they damage intentionally, whether it is their machine or another student's. Upon the first incident of intentional damage, the student will lose laptop computer privileges for 10 days. Upon the 2nd incident, the student will lose laptop computer privileges for the remainder of the school year.
- c. Laptop computers that are stolen must be reported immediately to the Principal's Office and the police department.
- d. Student will be responsible for the safety and security of their laptop computer PC. Because of the value of the equipment, and because it belongs to the school district, students must keep their laptop computers secure at all times, either in their lockers or on their person. If an unattended laptop computer is turned into the office or Technology Coordinator, the following schedule of consequences will be in effect: The 1st offense will result in an official warning. The 2nd offense will result in a detention, and a letter sent home to the student's parents. The 3rd offense will result in suspension of laptop computer privileges for 5 days and a meeting with the student's parents. The 4th offense will result in suspension of laptop computer privileges for 10 days and a meeting with the student's parents. The 5th offense will result in suspension of laptop computer privileges for the remainder of the semester and a meeting with the student's parents. The 6th offense will result in suspension of laptop computer privileges for the remainder of the school year and a meeting with the student's parents.
- e. Individual school laptop computer computers and accessories must be returned to the District's Technology Coordinator at the end of each school year. Students who graduate early, withdraw, are suspended or expelled, or terminate enrollment at HHS

for any other reason must return their individual school laptop computer on the date of termination.

If a student fails to return the computer at the end of the school year or upon termination of enrollment at Highmore-Harrold Schools, that student will be subject to criminal prosecution or civil liability. The student will also pay the replacement cost of the computer, or, if applicable, any insurance deductible. Failure to return the laptop computer will result in a grand theft report being filed with Law enforcement

Furthermore, the student will be responsible for any damage to the computer, consistent with the District's laptop computer Protection plan, and must return the computer and accessories to the District's Technology Coordinator in satisfactory condition. The student may be charged a fee for any needed repairs not to exceed the replacement cost of the computer.

Laptop Computer Protection

Return Signature Form to the school office. ☐ You will cover the laptop computer under your own insurance policy and in Personal Insurance the case of a theft, loss or damage by fire, you agree to pay the District the amount received from your insurance company plus any additional amount needed to cover the laptop computer replacement not to exceed \$900.00. ☐ You choose to pay the school district a \$100.00 per occurrence. School District Student Name: _____ (Please Print) Student Signature: _____ Date: _____ Parent Signature: _____ Date: _____ **Student Pledge for Laptop Use** We have read and understand the conditions for use of Districts laptop computers. We further agree to abide by the conditions for use and care of District laptop computers. Student Name: _____ (Please Print) Student Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Highmore-Harrold School District Employee Acceptable Network & Internet Usage Policy

As part of this organization's commitment to the utilization of new technologies, many/all of our employees have access to the Internet. To ensure compliance with copyright law, and protect us from the threat of viruses and/or hacking into our server, the following policy is in effect.

- 1. The introduction of viruses, or malicious tampering with any computer system, is expressly prohibited. Any such activity may result in termination of employment pending due process.
- 2. Employees using the Highmore-Harrold School District equipment or accounts are acting as representatives of the school and as professional educators. As such, employees should act accordingly to avoid damaging the reputation of this District by inappropriate Internet surfing and/or equipment usage.
- 3. Files downloaded from the Internet must be scanned with virus detection software before downloading, installing or executing. All appropriate precautions should be taken to detect a virus, if necessary, prevent its spread. Employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder. Ask the technology coordinator or computer teacher before downloading any files.
- 4. The truth or accuracy of information on the Internet and in e-mail should be considered suspect until confirmed by a separate and reliable source.
- 5. Employees shall not place student material on any publicly accessible Internet computer without proper permission (see the list developed annually from the parent permission forms).
- 6. Alternate Internet Service Provider connections to Highmore-Harrold School District's internal network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security devices.
- 7. The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third party. Employees must exercise caution and care when transferring such material in any form.
- 8. The District reserves the right, under due process, to inspect an employee's computer system when deemed necessary, for violations of this entire policy. The School District may choose to hold the employee liable for his/her actions.
- 9. Employees understand that if they have questions or concerns about technology or Internet usage, they will consult with the technology coordinator, computer teacher, and/or the administration.
- 10. It is the Highmore-Harrold School District policy to limit Internet access to official school business during classroom time.
- 11. I have read the Highmore-Harrold School District's Internet policy and agree to abide by the provisions contained within, to the best of my ability.