



## **INTERNET ACCEPTABLE USE POLICY FOR THE COMPUTER NETWORK OF THE HAMILTON CITY SCHOOL DISTRICT**

### **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 staff and student 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, including electronic communications, enables staff and students to explore thousands of libraries, databases, and other resources 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. 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, professional or career development, and limited high-quality, self-discovery 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 or electronic communications may result in one or more of the following consequences: suspension or cancellation of use of access privileges; payments for damages and repairs; discipline under other appropriate school district policies as the Student Code of Conduct Manual, including suspension, expulsion, discipline of employee; 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, or distribute pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors.

- 2.** Users will not use the school district system to transmit or receive obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language.
- 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 to 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, personal contact information about themselves or other persons, or other personally identifiable information, including but not limited to, home addresses, telephone numbers, 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.
- 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. This includes but is not limited to downloading music or video files in any format.
- 12.** Users will not use the school district system for the conduct of a 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.

13. Users will not attempt to install, hook up, or attach any electronic devices to the school's network without the consent and permission of the network supervisor.

- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately close the site and attempt to return to the previously chosen destination. If this does not work, the individual should leave the Internet entirely and then start the project again beginning at the site of the web browser being used. If the problem persists, the user should log off, power down the machine and start again. If the problem continues on after these procedures have been followed, the individual should contact a technician to help resolve the problem. A user may also, in certain rare instances, access otherwise unacceptable materials if necessary to complete an assignment and if done with prior approval.

## **VI. FILTER**

- 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**

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.

- A. 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.
- B. 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.
- C. Parents have the right at any time to investigate or review the contents of their child's 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 by personnel acting at the request of the superintendent.
- E. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities and 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 user may use a school account or resource to access the Internet.
- C. For students, the Internet Use Agreement Form 7540.03 F1 must be read and signed by the user and the parent or guardian. The form must then be filed at the school office.
- D. For staff, the Internet Use Agreement Form 7540.04 F1 must be read and signed. The form must then be filed at the school office.

#### **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 user 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 user through the Internet is the sole responsibility of the student 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 7540 Computer Technology and Networks, Policy 7540.01 Technology Privacy, AG7540 Computer Technology and Networks, and AG7540.01A Personal Use of District Technology.
7. Notification that should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, 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. IMPLEMENTATION; POLICY REVIEW**

A. The School District administration may develop appropriate guidelines and procedures necessary to implement this policy for submission to the Board of Education 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.

**STUDENT NETWORK AND INTERNET ACCEPTABLE  
USE AND SAFETY AGREEMENT**

To access the Internet at school, students under the age of eighteen (18) must obtain parent permission and must sign and return this form. Students eighteen (18) and over may sign their own forms.

Use of the Internet is a privilege not a right. The Board's Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography, or harmful to minors. The Board also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication, and/or services on the Internet which the Board of Education has not authorized for educational purposes and/or which they and/or their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Students accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board has the right to monitor, review, and inspect any directories, files, and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

**Please complete the following information:**

Student User's Full Name (please print): \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

**Parent/Guardian**

As the parent/guardian of this student, I have read or have had the opportunity to read the Student Network and Internet Acceptable Use and Safety Policy and Guidelines (Board Policy # 7540.03), and have discussed them with my child. I understand that student access to the Internet is designed for educational purposes and that the Board has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate, and/or harmful to minors. However, I recognize that it is impossible for the Board to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the Board (or any of its employees, administrators, or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child guidance concerning his/her acceptable use of the Internet – i.e., setting and conveying standards for my daughter/son to follow when selecting, sharing, and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in my child upon creation, I agree to assign those rights to the Board.

Please check each that applies:

- I give permission for my child to use and access the Internet at school and for the Board to issue an Internet account to my child.
- I give permission for my child's image (photograph) to be published online, provided only his/her first name is used.
- I give permission for the Board to transmit "live" images of my child (as part of a group) over the Internet via a web cam.
- I authorize and license the Board to post my child's class work on the Internet without infringing upon any copyright my child may own with respect to such class work. I understand only my child's first name will accompany such class work.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Student**

I have read and agree to abide by the Student Network and Internet Acceptable Use and Safety Policy and Guidelines (Board Policy # 7540.03). I understand that any violation of the terms and conditions set forth in the Policy and Guidelines is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions, and guidelines.

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Teachers and building principals are responsible for determining what unauthorized or inappropriate use is. The principal may deny, revoke, or suspend access to the Network/Internet to individuals who violate the Board's Student Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other disciplinary action as is appropriate pursuant to the Student Code of Conduct.**

## INTERNET STAMP

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User's Signature