



Policy Title & Number	524: Internet Acceptable Use and Safety
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Past Policy Revision Date(s):	Reviewed August 2018
Related Policy(ies):	
Policy Type (Operating, Board)	Operating

A. 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.

B. Definitions

C. Policy Statement

I. 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.

II. LIMITED EDUCATIONAL PURPOSES

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.

III. USE OF A 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.

IV. 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.

V. 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 Executive Director may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

VI. 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.

VII. 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.

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 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.

IX. 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.

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. 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.

XI. 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.

XII. 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.

XIII. BRING YOUR OWN TECHNOLOGY (BYOT)

Personal technology may be connected to the District's network or systems if it complies with district standards and is compatible with the district systems. All BYOT (Bring Your Own Technology) attached or connected to the district network are subject to the same policies and procedures established for the use of district owned equipment. The use of BYOT must adhere to the district Acceptable Use Policy (AUP) The student and parent/guardian must have signed and returned the AUP prior to using the device and accessing the district network. District technicians will not service, repair, or maintain any BYOT. District will not be held liable for personal content housed on the device. Any software residing on the BYOT must not interfere with the normal operation of district owned resources and must be properly licensed. District is not responsible for any physical damage, loss, or theft of the device. Internet usage or texting charges are the responsibility of the student. Students are responsible for keeping the BYOT in a secure location when not in use. Student use of BYOT must support the instructional activities of the classroom and must be turned off and put away when requested by a teacher. Students may use BYOT during non-instructional time only in adult supervised areas and at the discretion of the school.

This policy may be revised at any time without notice. All revisions supersede prior policy and are effective immediately upon approval by the Director.

D. Associated Procedures or Other Information

[TrekNorth Acceptable Use Policy](#)

TrekNorth Acceptable Use Policy

Core statement: As a student, I am responsible for the choices I make when I use technology. When my choices disrupt the ability of others to be successful, hurt others or myself, I have broken this contract and I acknowledge the consequences that can be a result of the choices I make. I understand that using technology effectively is a skill that will improve me as a student. I understand that it is my responsibility to use technology appropriately and in accordance with this contract whether the device I am using belongs to me, TrekNorth, or is the personal device of another person.

I agree to the following:

- I am responsible for keeping my personal computer and electronic devices secure when I bring them to school.
- I have the choice and opportunity to bring and use my mobile phone, tablet or laptop to school, if my parents and guardians permit it and my teachers choose to allow their use in my classes.
- I will keep my personal computing devices (mobile phone, tablet, iPad, eReader, laptop) secure to prevent loss or theft.
- I am responsible for keeping all of my digital accounts secure.
- I understand that my online identity is my own and that I must keep my usernames, passwords and online accounts secure and private.
- I am responsible for what I do on electronic devices when using technology at school.
- If I use a personal computing device at school, I know that I am bound by the TrekNorth Technology Policy, the ethics it incorporates, and the responsible use guidelines it establishes as standards, and this applies to every device I use, whether I'm using the TrekNorth network or a cellular network.
- I am responsible for not hurting the ability of others to learn.
- I will use technology in ways that do not disrupt or distract others, or myself, in school.
- I am solely responsible for what I say and do online.
- I understand that online privacy, safety and responsibility are important. I understand that what I write, say, show, do, and communicate online is public, it never goes away and has the ability to hurt myself and others.
- I am responsible for giving credit where credit is due and adhering to the intellectual property rights of others, and principles of academic honesty.
- I understand that when I create, work, share and collaborate with others online and on school assignments, my work and ideas should reflect my own thinking and effort. When I use or adapt the work of others, I will give them credit and provide appropriate citation.
- I am responsible for making good choices about when and where I use personal devices at school.
- I will respect the guidance and class expectations of my teachers and TrekNorth staff regarding when, where, and how I use personal computing devices at school.
- I understand that there are times when using devices will be an option and times that the devices will have to be stored away and not used.

If I violate the terms of this contract, I understand the following are potential consequences:

- 1) If I cause a disruption or have my device out at an inappropriate time and am asked to 'put it away' I am required to do so immediately. If I don't, a teacher or staff member may 'take it away' for the remainder of the school day. This means I will not have my device(s) for the remainder of the day, not just one period.
- 2) If I continue to refuse and/or repeatedly cause disruptions, demonstrate repeated improper use of electronic devices, or fail to honor the terms of this contract, I will be subject to other disciplinary actions as prescribed in the TrekNorth Student Handbook, including loss of access to technology and electronic devices, restorative work, and, in serious cases, suspension and expulsion.

Student Signature

Date

E. Associated Forms

Legal References: 15 U.S.C. § 6501 et seq. (Children's Online Privacy Protection Act) 17 U.S.C. § 101 et seq. (Copyrights) 20 U.S.C. § 6751 et seq. (Enhancing Education through Technology Act of 2001) 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA)) 47 C.F.R. § 54.520 (FCC rules

implementing CIPA) Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying) Minn. Stat. § 125B.15 (Internet Access for Students) Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act) *Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969) *United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003) *Doninger v. Niehoff*, 527 F.3d 41 (2nd Cir. 2008) *R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012) *Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff'd on other grounds* 816 N.W.2d 509 (Minn. 2012) *S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696 F.3d 771 (8th Cir. 2012) *Kowalski v. Berkeley County Sch.*, 652 F.3d 656 (4th Cir. 2011) *Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3rd Cir. 2011) *Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton RIII Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012) *M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007) *J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees) MSBA/MASA Model Policy 406 (Public and Private Personnel Data) MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees) MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies) MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination) MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination) MSBA/MASA Model Policy 603 (Curriculum Development) MSBA/MASA Model Policy 604 (Instructional Curriculum) MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials) MSBA/MASA Model Policy 806 (Crisis Management Policy) MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)