



CHINLE UNIFIED SCHOOL DISTRICT #24

Internet Safety Policy (I.S.P)

User Agreement

School Year 2017 - 2018

In accordance with: State and Federal Laws and Regulations, including, but not exclusive to Public. Law No. 106-554. Section 1721 of CIPA amends section 254(h) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 et seq. Section 1721 references section 1732 of the Children's Internet Protection Act (CIPA), which amends section 254 of the Communications Act by adding a new subsection (1) at the end of section 254. Sections 1731-1733 of CIPA are also referred to as the Neighborhood Children's Internet Protection Act (N-CIPA).

In accordance with Federal Law, students shall receive education including, but not limited to appropriate online behavior in social networking sites, chat rooms, electronic communications, etc; the dangers inherent with the online disclosure of personally identifiable information; and, consequences of unlawful activities, including cyber-bullying awareness and response, and other unlawful or inappropriate online activities by students. A policy of monitoring the online activities of minors will be enforced.

The Chinle Unified School District #24 (CUSD) Internet Safety Policy (ISP), which includes data and communications equipment and services, is maintained to support education, research, and the educational goals of the District. In accordance with Federal law, CUSD has implemented technology protection measures to protect (block and/or filter) against undesirable materials such as visual displays and depictions that are obscene, considered child pornography, inappropriate and/or harmful to minors according to the Children's Internet Protection Act (CIPA). Students attempting to disable the technology protection measures will be subject to disciplinary action. The District requires anyone who uses the ISP to conform to its guidelines and procedures, and to agree to its Terms and Conditions, as well as being subject to prescribed penalties for violations as outlined in this document, as well as being subject to disciplinary measures as may be believed to be necessary and appropriate within the individual school or department.

Terms and Conditions

Acceptable Usage. Each user must:

1. Use the ISP to support personal educational objectives consistent with the educational goals and objectives of CUSD in pursuit of teaching mastery of State Performance Objectives.
2. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal materials, or any other form of cyber bullying (involves the use of information and communication technologies to support deliberate, repeated, and hostile behavior by an individual or group, that is intended to harm others).
3. Obey and conform to all copyright and trademark laws and regulations.
4. Agree not to use personal devices within Computer Laboratories (coffeemakers, refrigerators, toasters, microwaves).
5. Understand and obey District regulations prohibiting the downloading and/or installation of any unauthorized software, hardware, and/or application in any computer or computing device owned by the CUSD#24. Unauthorized software is that software to which the District does not own the license and/or which has not been approved for use within the District by the computer Services and Computer Services Director. This includes screen savers and tool bars as well as unauthorized utilities which slow individual computer, as well as network performance. AOL may not be installed on any District computer.
6. Agree not to move or disconnect any computer device from its assigned location.
7. Observe the privacy of others and not reveal home addresses, personal phone numbers, personal email addresses, or other personally identifiable data, **or frequent/participate in chat rooms and/or social networking sites**, unless authorized to do so by a designated school authority. ISP users may publish web pages, photographs, and projects only with the express consent of a designated school authority and if in the possession of parent permission forms for any student whose photograph or work is displayed.
8. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by designated school authorities.
9. Respect that District E-Mail is for educational and business communication only and agrees not to use Email for the propagation of chain letters, undocumented virus warnings, solicitations for charity or commerce or for solely personal use. Email is not to be used for political promotion, or to defame, disparage or cause real or emotional distress to others.
10. Not use the network in any way that would disrupt the use of the network by others.
11. Not use the ISP for commercial purposes other than conducting school business.
12. Follow CUSD's code of conduct, according to Governing Board policies.
13. Not attempt to harm, modify, add, or destroy software or hardware nor interfere with system security. Alert a school authority of a noticeable security problem, including viral activity. Do not demonstrate the problem to other users.
14. Maintain his/her own passwords and change them if they have any reason to believe they are no longer secure. Any and all activity associated with a given account will be considered the activity of the account holder.
15. Agree not to attempt to circumvent established content filters including searching for blocked topics in any language.
16. Agree not to order, contract or receive any services or merchandise for which the District may be held liable, unless District purchasing guidelines have been obeyed and a purchase order issued. Any other obligation will be the personal liability of the person responsible.
17. Agree not to deactivate any District installed software or devices designed to inventory, track or enforce security on District Computers. Users shall not deactivate or bypass virus protection.
18. Understand that logs of system use by every user are maintained and may be periodically reviewed. Inappropriate use or abuse of the system may result in cancellation of permission to use the ISP, and appropriate disciplinary action up to and including expulsion for students, personnel actions for employees, and/or criminal proceedings if warranted.
19. Users understand and agree that each time they access CUSD resources, they are bound by the terms of this agreement along with any changes or additions to this agreement and

the terms of all CUSD policies that are in effect at the time they access the system.

- 20. Users agree to waive any claim and release CUSD, its employees, and agents, from any claim, demand, liability, cause of action, or suit for damages arising out of use of CUSD resources, including but not limited to any loss of stored data.

In addition, acceptable usage for CUSD employees is extended to include requirements to:

- 21. Maintain supervision of students using the ISP.
- 22. Agree to directly log on and supervise the account activity when allowing others to use CUSD accounts.
- 23. Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the inappropriate use of ISP.
- 24. Perform routine maintenance on the machine(s) assigned to your supervision including Microsoft system upgrades and disk defragmentation.

Personal Responsibility

- I understand that the use of the District’s ISP is a privilege, and not a right. This privilege can be revoked at the discretion of the District.
- I will report any misuse of the ISP to school authorities.
- I understand that many services and products are available for a fee and acknowledge my personal responsibility for any expenses incurred without the District’s authorization.

Network Etiquette: I am expected to abide by the generally acceptable rules of network etiquette. Therefore, I will:

- Be polite and use appropriate language. I will not send, or encourage others to send, abusive messages.
- Respect privacy. I will not reveal anyone’s personally identifiable information, including home address, personal phone number, or personal email address.
- Avoid disruptions. I will not use the network in any way that disrupts the use of the systems by others.
- Observe the following considerations: Be brief, strive to use correct spelling and make messages easy to understand, use short and descriptive titles for articles, and post only to known groups or persons.

No Warranties.

Chinle Unified School District #24 makes no warranties of any kind for the service it is providing. The District is not responsible for damages, to include loss of data, non-deliveries, misdeliveries, or service interruptions.

Use of any information obtained with the District’s ISP is at the user’s own risk. Chinle Unified School District #24 specifically denies any responsibility for the accuracy or quality of information obtained on the Internet.

User Agreement

When the signed agreement is returned to the school, the user may be permitted use of ISP resources through school equipment.

I understand and will abide by the provisions and conditions indicated on Page 1 and Page 2 of the CUSD Internet Safety Policy (ISP) User Agreement. I will not use the District’s ISP resources to commit any crime. I understand that any violations of the above terms and conditions may result in disciplinary action and the revocation of my use of information services.

Name (printed) _____

Signature _____ Date _____
(Student or Employee) (If signed before June 30, 2017, this signature is valid for School Year 2017-18)

School _____ Grade (if student) _____

Note that this agreement applies to both students and employees

The user agreement of a student who is a minor (any individual who has not attained the age of 18 years) must also have the signature of a parent or guardian who has read and will uphold this agreement.

Parent or Guardian Agreement

To be read and signed by parents or guardians of students who are under 18:

As the parent or legal guardian of the above student, I have read, understand and agree that my child or ward shall comply with the terms of the School District’s Acceptable Use and Internet Safety Policy for the student’s access to the School District’s computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the School to restrict access to all offensive and controversial materials and understand my child’s or ward’s responsibility for abiding by the Policy. I am therefore signing this Policy and agree to indemnify and hold harmless the School, the School District and the Data Acquisition Site that provides the opportunity to the School District for computer network and Internet access against all claims, damages, losses and costs, of whatever kind, that may result from my child’s or ward’s use of his or her access to such networks or his or her violation of the foregoing Policy. Further, I accept full responsibility for supervision of my child’s or ward’s use of his or her access account if and when such access is not in the School setting. I hereby give permission for my child or ward to use the building-approved account to access the School District’s computer network and the Internet.

Parent or Guardian (print) _____

Signature _____ Date _____
(If signed before June 30, 2017, this signature is valid for School Year 2017-18)

Legal References: Children’s Internet Protection Act of 2000 (H.R. 4577, P.L. 106554)
Communications Act of 1934, as amended (47 U.S.C. 254[h],[l])
Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)