

524 INTERNET, COMPUTER AND EQUIPMENT USE POLICY

I. PURPOSE

The Internet offers a wealth of information resources for employees and students of our School District. Like any tool, the Internet may be misused. Although there are many valuable resources on the Internet that can improve the services and productivity of the School District, there are many forms of inappropriate material that are unrelated to the educational purpose of the School District. Proper use of the School District's Internet access and computer use is the responsibility of the individual user. Misuse of the Internet, computer or equipment may lead to revocation of the employee, student or agent's Internet access and possible discipline, including suspension, expulsion, loss of credit, reduction of grade or discharge and/or criminal prosecution.

II. GENERAL STATEMENT OF POLICY

This policy shall apply to all users of the School District's Internet access, computers, and equipment, including but not limited to students, faculty, administrators, support staff, agents, and board members. This policy shall apply to the use of the School District's Internet access provided by any means.

III. SYSTEM/PROPERTY RIGHTS

The information, communication, processing, and storage resources provided by the School District are the sole property of the District. Files, data, the website, and other communication created, originating from, or stored on the District's hardware, software, computer disks or other electronic systems are also the property of the School District. Equipment and software leased from others by the School District are considered the District's property for the purposes of this policy. The District's ownership and control over its systems shall apply regardless of how and where a user accesses the District's systems.

IV. PRIVACY

The School District can and will inspect information and files stored, processed, or communicated by or through its information systems without further notice to users. Users of the School District's computers, equipment and Internet access through the District shall have no expectation of privacy related to such use.

V. UNACCEPTABLE USE

All School District Internet access must be used for school district business, educational purposes, or personal use at no cost to the district. Users shall not use the School District's computers, equipment, internal or external E-mail or Internet access for any of the following purposes:

1. To access, upload, download, transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials.
2. To transmit or knowingly receive obscene, abusive or sexually explicit language or profanity. If the user receives such unsolicited obscene, abusive or sexually explicit language, s/he shall first report it to the district technology assistant and/or computer lab assistant and then delete it from the computer when directed to do so.
3. To violate any local, state or federal law or engage in any type of illegal activities.
4. To vandalize, damage or disable the property of another person or organization.
5. To access materials, information or files of another person or organization without permission.

6. To violate any applicable state, federal and international copyright, trademark or intellectual property laws and regulations or otherwise use another person or organization's property without prior approval or proper attribution consistent with copyright laws, including unauthorized downloading or exchanging of pirated or otherwise unlawful software or copying software to or from any School District computer.
7. To engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and School District policy.
8. To engage in any form of solicitation without the consent of a supervisor/teacher.
9. To engage in any type of commercial enterprise unrelated to the specific purposes and needs of the School District.
10. To promote any political or private causes, or other activities that are not related to the business purpose of the School District.
11. To 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 express prior consent of the School Board shall be the sole responsibility of the user.
12. To review or access any materials related to obtaining or using any controlled substances or products, such as alcohol, which may not lawfully be used or consumed by minors, without the express written permission of their supervisor/teacher.
13. To advocate or access information advocating any type of unlawful violence, vandalism or illegal activity, without the express prior written consent of their supervisor/teacher.

VI. ACCESS RULES

1. Users shall not use any Internet access or service provider other than the access or service provider that is supplied and made available to the user by the School District.
2. Users shall only use software, including but not limited to E-mail applications and web browsers, that are supplied by the School District.
3. Employee users shall not install hardware or software on the School District's systems without the express prior permission of the district's technology coordinator. Students may not install hardware or software.
4. All use of computers, equipment and Internet access of the School District shall be in compliance with all other School District policies.
5. Student Access shall be subject to such additional rules, limitations and/or conditions as may be set by their instructor(s).
6. Employee Access shall be subject to such additional rules, limitations and conditions as may be set by their supervisor(s).

VII. SECURITY

Every user must maintain the Security of the School District information systems. Users shall not divulge passwords or security protocols to anyone outside the School District. Users shall not permit non-employees/unauthorized users to use their passwords or the School District's Internet access.

E-Mail communications are vulnerable to interception. Confidential information shall not be transmitted via E-mail.

VIII. ENFORCEMENT

- A. Any discipline resulting from violations of this policy shall follow Article XIV of the Master Agreement of Eden Valley-Watkins Federation of Teachers or Article XII of the Minnesota Teamsters and Law Enforcement Employees Union Local 320 Master Agreement. Additionally, violations of this policy may subject the violator to criminal prosecution under federal and/or state law and civil liability. The School District reserves the right to limit or remove any user's access to the School District's Internet access at any time for any reason.
- B. Students: Violations of this policy shall result in discipline up to and including suspension, expulsion, loss of credit and/or reduction of grade. Additionally violations of this policy may subject the violator to criminal prosecution under federal and/or state law and civil liability. The School District reserves the right to limit or remove any user's access to the School District's Internet access at any time for any reason.

IX. DISCLAIMER/USER LIABILITY

- 1. While the School District has adopted and shall enforce this policy to the extent practicable, it does not have the resources or technical capability to ensure complete compliance by its users who shall be responsible for following the terms of this policy
- 2. The School District shall not assume and hereby expressly disclaims liability for the misuse of its computers, equipment or Internet access, which violates this policy or any law.
- 3. The School District expressly disclaims any liability resulting from any of the following:
 - a. Financial obligations resulting from the use of the School District accounts to access the Internet or any other financial obligation entered into on behalf of the School District by an unauthorized individual;
 - b. Damage to property used to access School District computers, equipment, online resources;
 - c. Information received through School District computers, equipment, online resources or networks;
 - d. Damages, injuries, or improper communications resulting from contact between individuals, including students, through the Internet, E-mail or use of School District equipment, computers or systems.

X. INTERNET USE AGREEMENT

All users of the School District's Internet access must read this policy and agree to the terms of the applicable School District Internet, Computer and Equipment Use Agreement as indicated by their signature on the Applicable Use Agreement (Students sign a separate agreement). The Agreement signed by each user shall be kept in the personnel file and/or student file of each user. Agreements for users other than employees or students shall be kept in the office of the Superintendent of the School District.

Failure to sign this agreement shall result in the employee or student losing the privilege to use school district Internet access. If such an employee or student is found to be using such Internet access, discipline shall follow Article VIII (Enforcement) of this policy.

EDEN VALLEY-WATKINS, ISD #463
STUDENT CONTRACT REGARDING THE USE OF THE INTERNET

I, _____, accept and agree to abide by the rules set forth by Independent School District 463 and contained in the Internet Computer/Equipment Usage Policy. I further agree that my use of the Internet, Computer and/or Equipment of the School District are subject to additional rules and directives issued by the instructor.

I realize that the primary purpose of the District Internet connection is educational and that I will limit my usage to educational purposes unless I receive written permission from my instructor for other use.

I realize that the use of the Internet, Computer and Equipment is a privilege, not a right. My access may be revoked at any time by the School District, as it shall see fit. I also acknowledge that inappropriate behavior may lead to penalties, including disciplinary action, reduction in my grade or loss of credit for assignments, and/or legal action.

I understand that my use of School District equipment, computers and Internet access is not private and that all of my activity, transmissions, documents, etc., are subject to review and monitoring by School District personnel for any reason without notice.

I agree not to participate in the transfer of inappropriate or illegal materials through the School District's Internet Connection. I realize that in some cases, the transfer of such material may result in legal action against me.

I agree not to allow other individuals to use my account for Internet activities nor will I give anyone my password.

I release the School District and all organizations related to the District's Internet connection from any liability or damages that may result from the use of the Internet connection. In addition, I will accept full responsibility and liability for the results of my actions with regards to the use of Internet access, Network, Computers and Equipment of the District.

I understand that the Internet contains information that is inappropriate and unrelated to educational purposes. I recognize that it is impossible for the District to prevent access to all forms of inappropriate information and my responsibility to avoid such information. I will not hold the School District responsible for materials found or accessed on the District's Internet access. If I should come across, accidentally, any information that seems inappropriate and makes me uncomfortable, I will inform my teacher immediately.

I release the School District and related organizations from any liability relating to consequences resulting from my use of the Internet.

Dated: _____ Student Signature: _____

Parent or Guardian: A parent or guardian must also read and sign this contract. See page 5.

EDEN VALLEY-WATKINS, ISD#463
PARENT/LEGAL GUARDIAN CONSENT FORM

Parents of students are required to review the Internet, Computer and Equipment Usage Policy with their child and to sign the consent form prior to access being granted to the student.

I, _____ as the parent/legal guardian of, _____
(print your name above) (print student's name above)

state that I have read the Internet, Computer and Equipment Usage Policy and the Student Contract for Use signed by my child. I understand and accept the responsibilities and liabilities stated that are placed on me and my child/ward as a result of signing this contract should my child/ward violate the rules.

I understand that the Internet contains some material that is inappropriate for minors. I support the School District's position that students are individually responsible for not accessing such material. Unacceptable use of the School District's Internet access will result in possible suspension of privileges or other discipline. I will not hold the School District liable for any inappropriate information my child may encounter by using the School District's Internet access and expressly agree to the disclaimer provisions contained in the Internet, Computer and Equipment Usage Policy.

I hereby give my permission for my child/ward to use the School District Internet connection, computers, equipment and networks and specifically agree to the terms.

Dated: _____ Signature of Parent/Guardian _____

Consent for World Wide Web Publishing of Student Work

Name of Student _____ Name of Parent/Guardian _____
(print student's name above) (print your name above)

I understand that from time to time my child's art work, writing, or projects may be published on the World Wide Web, a part of the Internet, by the School District. No home address or telephone number will appear with such work. I grant the School District copy rights and privileges to reproduce, adapt, publish, and display my child's work on the Internet. Such publication is intended to further the educational mission of the School District and display students' works to a worldwide audience.

Dated _____ Signature of Parent/Guardian _____

Dated _____ Signature of Student _____
(I, the student, also give my permission for such publishing.)

**EDEN VALLEY-WATKINS ISD #463
EMPLOYEE INTERNET USE AGREEMENT**

I have read the Independent School District, No. 463 Internet, Computer and Equipment Use Policy and agree to abide by the terms of the policy.

I understand that proper use of the Internet, Computers and the related Equipment of the District is my responsibility as an individual user.

I understand that my use of School District equipment, computers and Internet access is not private and that all of my activity, transmissions, documents, etc., could be subject to review and monitoring by School District personnel.

I understand that if I violate the terms of this policy I may be subject to discipline as stated in Article VIII (Enforcement) of this policy.

Much of the information available on the Internet is not related to the business purposes of the School District, and I agree to hold the School District harmless for any information I may access or transmit.

I expressly agree to the disclaimer provisions contained in Internet, Computer and Equipment Use Policy.

I agree that I will use School District equipment, computers and Internet access in a professional manner.

I agree that I will not copy any operating system software or application software from any School District computer to any hard drive, RAM "stick" or send such software via e-mail without the express written permission of the District Technology Coordinator and/or Assistant.

User's Printed Name: _____

User's Signature: _____

Date: _____