

District-Provided Access to Electronic Information, Services, and Networks

General

Internet access and interconnected computer systems are available to the District's students and faculty. Electronic networks, including the Internet, are a part of the District's instructional program in order to promote educational excellence by facilitating resource sharing, innovation, and communication.

In order for the District to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use this access. Students utilizing school-provided Internet access are responsible for good behavior on-line. The same general rules for behavior apply to students' use of District-provided computer systems. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the District's teachers and other staff will make reasonable efforts to supervise use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Curriculum

The use of the District's electronic networks shall be consistent with the curriculum adopted by the District, as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and shall comply with the selection criteria for instructional materials and library-media center materials. Staff members may, consistent with the District's educational goals, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use.

Acceptable Uses

1. **Educational Purposes Only.** All use of the District's electronic network must be (1) in support of education and/or research, and in furtherance of the District's stated educational goals; or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any materials that are stored, transmitted, or received via the District's electronic network or District computers. The District reserves the right to monitor, inspect, copy, review and store, at any time and without prior notice, any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage.

2. **Unacceptable Uses of Network.** The following are considered unacceptable uses and constitute a violation of this policy:
- A. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by the District's student discipline policy; viewing, transmitting or downloading pornographic materials or materials that encourage others to violate the law; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.
 - B. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
 - C. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
 - D. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.

Internet Safety

Each District computer with Internet access shall have a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.

The school will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or other material that is inappropriate for minors. The Superintendent or designee shall enforce the use of such filtering devices.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that:

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- 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;
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Filtering should only be viewed as one of a number of techniques used to manage student’s access to the Internet and encourage acceptable usage. It should not be viewed as a foolproof approach to preventing access to material considered inappropriate or harmful to minors. Filtering should be used in conjunction with:

- Educating students to be “Net-smart;”
- Using recognized Internet gateways as a searching tool and/or homepage for students, in order to facilitate access to appropriate material;
- Using “Acceptable Use Agreements;”
- Using behavior management practices for which Internet access privileges can be earned or lost; and
- Appropriate supervision, either in person and/or electronically.

The system administrator and/or building principal shall monitor student Internet access.

Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 18 and older.

Confidentiality of Student Information

Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and social security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

Internet Access Conduct Agreements

Each students and his/her parent(s)/legal guardian(s) will be required to sign and return to the school at the beginning of each school year the Internet Access Conduct Agreement prior to having access to the District's computer system and/or Internet Service.

Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to the District and shall indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s)/legal guardian(s) agrees to cooperate with the District in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet.

Violations

If any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he/she may be subject to additional disciplinary action. The system administrator and/or the building principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final.

Policy History:

Adopted on: November 14, 2000

Revised on:

Reviewed on: February 13, 2012

INTERNET ACCESS CONDUCT AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand, and agree to abide by the terms of the Whitewater School District's policy regarding District-provided Access to Electronic Information, Services, and Networks (Policy No. 3612). Should I commit any violation or in any way misuse my access to the District's computer network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

User's Name (Print) _____ Home Phone: _____
 User's Signature: _____ Date: _____
 Address: _____

Status: Student ____ Staff ____ Patron ____ I am 18 or older ____ I am under 18 ____

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

Parent or Legal Guardian. (If applicant is under 18 years of age, a parent/legal guardian must also read and sign this agreement.) As the parent or legal guardian of the above named-student, I have read, understand and agree that my child shall comply with the terms of the District's policy regarding District-Provided Access to Electronic Information, Services and Networks for the student's access to the District's computer network and/or 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 responsibility for abiding by the policy. I am, therefore, signing this Agreement and agree to indemnify and hold harmless the District, the Trustees, Administrators, teachers and other staff against all claims, damages, losses, and costs, of whatever kind, that may result from my child's use of his/her access to such networks or his/her violation of the District's policy. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting. I hereby give my child permission to use the building-approved account to access the District's computer network and the Internet.

Parent / Legal Guardian (Print): _____
 Signature: _____
 Home Phone: _____ Address: _____
 Date: _____

This Agreement is valid for the _____ school year only.