INSTRUCTION POLICY 4526-E.1

Webutuck Central School District <u>Student</u> Acceptable Use Policy



The District's experience with the use of technology has been very positive, and the vast majority of students use the system appropriately; however, inherent in the use of computer networks and the Internet is the potential for misuse and abuse. To address these concerns the District has developed an Acceptable Use Policy (AUP). This policy is designed to comply with existing law and balance the desire to use technology with the need to protect the District from unnecessary liability. This Acceptable Use Policy (AUP) is reviewed annually by the technology committee and approved by the School Board. Webutuck Central School's administration reserves the right to amend this policy at any time without prior notice.

No students will be permitted to use the Webutuck Central School District Network or Internet connection without the signing and submitting of the User Contract.

Statement of Terms and Conditions

Network and Internet access is a <u>privilege</u>, not a <u>right</u>, granted to the students by the WCSD. The use of these tools must be consistent with the educational objectives of the WCSD. All files and messages created on school equipment or messages sent or retrieved over the network or Internet is the property of WCSD. Copies of all information created, sent or retrieved are stored on the school's back-up tapes. The WCSD reserves the right to access and monitor all messages and files on the network as it deems necessary and appropriate in the ordinary course of its business for purposes including, but not limited to, ensuring proper use of resources and conducting routine network maintenance. Where appropriate, communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or receiver. All electronic information, sent or received, is the property of the WCSD and is subject to review at any time.

Misuse and Abuse

Abuse may result in suspension or termination of access privileges and may also result in other disciplinary action consistent with the disciplinary policies of the WCSD. In addition, if such conduct constitutes a violation of law, criminal prosecution may result. Abuse includes, but is not limited to, the following conduct:

- a) <u>Accountability</u>: Users must work only in his/her account and must take responsibility for all activities on that account. Violations of this policy that can be traced to an individual account will be treated as the sole responsibility of the owner of that account.
- **b**) <u>Content:</u> Intentionally uploading, downloading, posting, or otherwise transmitting inappropriate, and/or profane, vulgar, threatening, defamatory, abusive, discriminatory, harassing, material which may be comprised of injurious falsehoods, or otherwise objectionable content in a public or private message Intentionally accessing, uploading, posting, otherwise transmitting, or posting links to any materials that are racially or ethnically offensive.
- c) <u>Malicious use</u>: Intentionally uploading, downloading, posting, or otherwise transmitting information that would likely result in the loss of a recipient's work or system, or attempting to harm, modify or destroy data of another user or the network.
- d) <u>Bandwidth Interference</u>: Participating in other types of use which would cause congestion or interference of the networks or interfere with the work of others- including, but not limited to, playing online games, downloading games, uploading or downloading music, streaming audio or video other than that of educational value, or uploading, posting, or otherwise transmitting, or posting links to any content that facilitates hacking. All of these activities disrupt or diminish network bandwidth that is then denied to the student or staff member pursuing appropriate educational activities.
- e) <u>Hacking</u>: Attempting to gain unauthorized access to system programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls, filters, or other security techniques on the network, including the creation of proxy server connections
- f) <u>System Settings</u>: The uploading or downloading, posting, otherwise transmitting, or posting links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors, keyboard recorders or any other computer code, files, or programs that generate repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the WCSD Network.
- **g**) <u>Ethics</u>: Users shall not publish information containing any advertising, or solicitation of others to use goods and services, nor use the system to conduct business.

- h) <u>Sexual Content</u>: Intentionally accessing, uploading, posting, e-mailing, otherwise transmitting, or posting links to obscene or sexually explicit materials, including but not limited to, sexually explicit images, messages, cartoons, jokes, and audio files.
- i) <u>Safety</u>: Intentionally revealing one's own personal address or telephone number, as well as another person's personal address, telephone number, or other personally identifying information. Impersonation and anonymity are prohibited. Real names shall be used at all times. Pseudonyms are prohibited.
- **j**) <u>Privacy:</u> Intentionally disseminating network login information such as user passwords. This includes revealing one's own or another student's network passwords to a third party.
- **k**) <u>Plagiarism</u>: Intentionally accessing web sites for the purpose of plagiarizing papers is a violation of the student code of conduct and will be dealt with consistent with existing disciplinary guidelines relating to plagiarism.
- I) <u>Illegal Activity</u>: Using the network or Internet in a manner which would violate any U. S. or state law. This includes, but is not limited to uploading and downloading threatening material. The downloading and the (illegal) distribution (otherwise known as pirating) of software, or engage in an activity which would in any way, subject the user or the WCSD to any civil or criminal actions.
- **m**) The use of wireless Ethernet connections which navigates the user around District filters and firewalls is strictly prohibited.
- n) <u>District Property</u>: All web pages created by students and student organizations on the district's network will be subject to treatment as district-sponsored publications. Accordingly, the district reserves the right to exercise editorial control over such publications.
- o) <u>Impersonation and Anonymity</u>: The re-publication of photographs of faculty, administrators, or students on other websites or non-internet publications without prior written consent of the appropriate school official(s) and/or parent is prohibited
- **p**) <u>Copyright</u>: It is a violation of the author's privacy to re-post personal communications without the original author's prior consent and therefore prohibited. Users must respect copyright laws regarding downloading and use of software, retrieval and citing of information, and attributing of authorship. The unauthorized copying or transfer of copyrighted materials may be considered a crime under State and Federal law.

Webutuck Central School District assumes no responsibility for:

- **a**) Any financial obligations arising out of unauthorized use of the system for the purchase of products or services.
- **b**) Any cost, liability or damages caused by a user's violation of these guidelines.
- c) Any information or materials that are transferred through the Internet, including the receipt of any such information and materials by a student.
- **d)** WCSD makes no guarantee, implied or otherwise, regarding the reliability of the data connection. WCSD shall not be liable for any loss or corruption of data.
- **e**) The School District does not officially endorse any opinions stated on the network and any statement of personal belief is implicitly understood to be representative of the author's individual point of view and not that of the School District or its staff members.
- f) The District complies with the Child Internet Protection Act of 2000, which places a duty on the District to protect students from inappropriate material on the Internet. To this end the District takes precautionary measures to protect children from exposure to inappropriate materials, including filtering student access to the Internet through the use of firewalls and filtering software. This method is very effective, but it is impossible to provide 100% assurance that students will not encounter some inappropriate material while using District resources. The District also blocks access to free email systems, such as Yahoo mail, MSN Hotmail, and AOL, because the contents of email within those systems cannot be filtered or monitored.
- g) Many kinds of materials can be found on the Internet. If a user finds materials which are inappropriate while using a WCSD account, he or she shall refrain from downloading this material and shall not identify or share the material. It should be understood that the transfer of certain kinds of materials is illegal and punishable by fine or imprisonment. Students who encounter inappropriate material must notify appropriate staff or faculty of the encounter so that action can be taken to prevent its further viewing.
- **h**) All web pages created by students and student organizations on the district's network will be subject to treatment as district-sponsored publications. Accordingly, the district reserves the right to exercise editorial control over such publications.

2013-2014 STUDENT COMPUTER USER AGREEMENT

Student Name (print):

Please sign this form and return to your school. You should keep the **Background Information** pages for your own records.

- I desire to be given access to the district's computers, networks, software, and Internet connection.
- I have read the district's *Background Information* sheet or had it explained to me by my teacher.
- I understand that I will use computers and the internet for educational purposes and not for non-educational, unlawful, or harmful purposes.
- I understand that I will follow the directions of the adult supervising an area with computers.
- I understand that I will follow generally accepted rules of network etiquette, interpersonal relations, and regard for property.
- I understand that violations of these guidelines will be dealt with in a manner consistent with district codes of conduct.

Signature:	Date:
School:	Grade:
Note : If the account holder is a student under the age of 18, such student's parent or guardian must complete the following:	
Parent or Guardian:	
Schools District's Computer User Bacomputer and Internet access is for edistrict and its staff and students are computer systems. I also recognize a maintains filtering systems and other the district to restrict access to all controls.	• • • • • • • • • • • • • • • • • • • •
I hereby give permission for the Web my child with access to district comp	outuck Central Schools District to provide uters, networks, and the Internet.
Name (print):	

Signature: