

JONES COUNTY ACCEPTABLE NETWORK AND INTERNET USE POLICY

Adopted July 14, 2014

Reviewed July 2015

Reviewed July 2016

Reviewed July 2017

Revised July 2018

Reviewed July 2019

Reviewed July 2020

JONES COUNTY SCHOOL DISTRICT 37-3

INTRODUCTION

The Children's Internet Protection ACT (hereinafter "CIPA"), 47 U.S.C. 254(h) (5) require public schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. The Jones County School District's Acceptable Network and Internet Use Policy (hereinafter "AUP") is intended to set forth the specific obligations and responsibilities of all users, including students, and staff, who access the District's Network, and to ensure such use complies with the CIPA requirements.

"Network" is defined as any and all Jones County School District (hereinafter "District") owned computers, servers, hardware or software, the District's local area Network, wireless access points, the Internet, email, chat rooms, other forms of direct electronic communications or other communications equipment provided by the District regardless of the physical location of the user. This AUP applies even when District provided equipment (laptops, tablets, and etc.) is used on or off premises of District property.

ACCEPTABLE USE

The Network may be used only as a tool to support and advance the functions of the District as well as its curriculum and educational programs. Access to the District's Network is a privilege and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the District's Internet Safety Policy and this AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the District. Faculty and staff may use the Network primarily in support of education and research consistent with the educational objectives of the District. Faculty and staff may access the Network for limited personal use but not for any commercial or business use; however, such personal use may not violate any applicable rules and regulations or applicable administrative procedures or interfere with job performance. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

All members of the staff who wish to use the Network must sign this AUP to confirm that the staff person has read and understands this policy and agrees to abide by it. Each student must sign this AUP annually to confirm that the student has read and understands this policy and agrees to abide by it. Students must also have their parents/legal guardian sign this AUP annually and submit it to the District.

RIGHTS AND EXPECTATIONS

- A. Free Speech—Student's right to free speech and access to information applies to their use of the Internet. The District may restrict access to materials for valid educational reasons. The District will not restrict access to information and ideas based on viewpoint discrimination.
- B. Privacy—Students should expect only limited privacy in the contents of their personal files on the District Internet system and records of their online activity. Student's parents/legal guardian have the right to request to see the contents of their child's Network account and e-mail files at any time.
- C. Due Process—The District will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the District Internet system.

SUPERVISION AND MONITORING

Student use of the Network and Internet will be supervised by staff in a manner that is appropriate for the age of the students and circumstances of use. Electronic devices used by students will be positioned so that the screens are generally visible to facilitate supervision. The District will also monitor student Network and Internet use. Users will be made aware that they have a very limited expectation of privacy when they using the District Network and Internet.

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PROHIBITED USE

The District reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

- A. Violating any state or federal law or municipal ordinance, such as: accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials;
- B. Selling or purchasing illegal items or substances;
- C. The use of email addresses (“harvesting”) from the Global Address List;
- D. Obtaining and/or using anonymous email sites; spamming; spreading viruses;
- E. Circumvention of the District’s Technology Protection Measure/filter to access block sites;
- F. Disclosure of minors’ personal information without proper authorization;
- G. Student’s disclosure of personal information such as the student’s name, address, phone number, password or social security number, to other users when engaging in online activities;
- H. Causing harm to others or damage to their property, such as:
 1. Deleting, copying, modifying, or forging other users’ names, emails, files, or data; disguising one’s identify, impersonating other users, or sending anonymous or irrelevant messages;
 2. Damaging computer equipment, files, or the Network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance;
 3. Using any District computer to pursue “hacking,” internal or external to the District;
 4. Accessing, transmitting or downloading “chain letters” or any type of “pyramid schemes;”
- I. Engaging in uses that jeopardize access or lead to unauthorized access into others’ accounts such as:
 1. Using another’s account password(s) or identifier(s);
 2. Interfering with other users’ ability to access their accounts(s); or
 3. Disclosing your own or anyone’s password to others or allowing them to use your account(s).
- J. Using the Network or Internet for commercial purposes:
 1. Using the Internet for personal financial gain, advertising, promotion, or financial gain; or
 2. Engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

RESOURCE LIMITS

- A. Students will not download or print large files unless absolutely necessary.
- B. Students will limit their usage of printing files, pictures or images in color unless absolutely necessary.
- C. Excessive use of the District Internet system may raise a reasonable suspicion that you are using the system in violation of District AUP.

OFF-PREMISE USE OF NETWORK

Students under the age of 18 should only access District-assigned email accounts and/or other Network components including but not limited to school-assigned computers such as laptops, tablets, or e-readers off of District premises if a parent or legal guardian supervises their usage at all times. The student’s parents/guardian are responsible for monitoring the minor’s off-premise use of the Network and ensuring such use complies with this AUP.

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CYBERBULLYING

The District's Network and Internet system, whether accessed at school or away from school, during or after school hours, may not be used for the purpose of cyberbullying. The term "cyberbullying" includes, but is not limited to the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another person by sending or posting inappropriate or hurtful emails, instant messages, text messages, digital pictures or images, or web site postings, including blogs.

- A. All forms of cyberbullying are unacceptable and viewed as violations of this AUP, Internet Safety Policy, Distant Learning Policy and the Jones County Handbook and will be treated accordingly.
- B. Students, parents/legal guardians, community members, who believe they have been the victims of such misuses of technology, as described in this policy, should not erase the offending material. A copy of the material should be brought to the attention of an administrator or teacher.
- C. In situations in which cyberbullying originated from a non-school computer, but brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be severely disruptive of the educational process so that it markedly interrupts or severely impedes the day-to-day operations of a school. In addition, such conduct must also violate a school policy. Such includes, but is not limited to, threats, or making a threat off school grounds, to harm a member of the school staff or a student.
- D. Disciplinary action may include, but is not limited to, the loss of computer privileges, detention, suspension, or expulsion for verified perpetrators of cyberbullying.
- E. Any kind of threat that is communicated or when a hate crime is committed, it shall be reported to local law officials.

EDUCATION ABOUT THE SAFE AND RESPONSIBLE USE

Teachers, administrators and students will learn about issues related to the safe and responsible use of the Internet. Students will receive instructions about protecting their personal information when on the Internet. The District will also be providing information to parents/legal guardian about these issues.

PENALTIES

Penalties for violating the Jones County Network and Internet Use Policy (unless under the direct supervision of a teacher).

- A. First Offense: The student will be given a verbal warning. The building Administrator, District Technician, and parent/legal guardian will receive written notification of the infraction;
- B. Second Offense: No computer use for two (2) weeks;
- C. Third Offense: No computer use for the balance of the school year.

DISCLAIMER

The District makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs or other obligations arising from use of the Network or accounts. Any additional charges a user accrues due to the use of the District's Network are to be borne by the user. The District also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer Network or the Internet is understood to be the author's individual point of view and not that of the District, its affiliates, or employees.

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ENFORCEMENT

Prohibited use of the Network may, for students, result in disciplinary action up to and including suspension or expulsion from school or, for employees, suspension or termination of employment. Where circumstances warrant, prohibited use of the Network may be referred to law enforcement authorities.

When a District staff member has a reasonable belief that a student has violated a school rule, policy or the law, and there are facts and inferences that would cause a reasonable person to suspect that a search of the student's personal technology device(s) will reveal evidence of a violation of said school rule, policy or the law, District staff shall have the authority to search such device, provided that the scope of the search relates to the suspected violation giving rise to the reasonable suspicion.

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Jones County Acceptable Network and Internet Use Policy (AUP)
Network and Internet Account Agreement Signature Form

STUDENT SECTION

Signature Form

Student Name _____ Grade _____
(Print)

I have read the District's Acceptable Network and Internet Use Policy. I agree to follow the rules contained in this policy, and understand this agreement will be kept on file at the school. I understand that if I violate the rules my account can be terminated, and I may face the other disciplinary measures.

Student Signature _____ Date _____

PARENT/LEGAL GUARDIAN OR FACULTY SECTION

Signature Form

I have read the District's Acceptable Network and Internet Use Policy. I hereby release the District, its personnel, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from my child's use of, or inability to use, the District's Network and Internet system, including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services or exposure to potentially harmful or inappropriate material or people. I understand that I can be held liable for the damages caused by my child's intentional misuse of the system. I will instruct my child regarding any restrictions against accessing material that are in addition to the restrictions set forth in the Jones County Acceptable Network and Internet Use Policy. I will emphasize to my child the importance of following the rules for personal safety.

Permission for my child to use the Internet Yes _____ No _____

Permission for my child to use a K-12 email account for educational projects Yes _____ No _____

Permission for my child's creative work to be published on the Internet Yes _____ No _____

Permission for my child's picture to be published on the Internet Yes _____ No _____

Parent/Legal Guardian
Or Faculty Name _____ Date _____
(Print)

Parent/Legal Guardian
Or Faculty Signature _____ Date _____

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STAFF SECTION

Signature Form

I have read the District's Acceptable Network and Internet Use Policy. I hereby release the District, its personnel, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from my use of, or inability to use, the District's Network and internet system, including, but no limited to claims that may arise from the unauthorized use of the system to purchase products or services or exposure to potentially harmful or inappropriate material or people. I understand that I can be held liable for damages caused by my intentional misuse of the system.

Staff _____ Date _____
(Print)

Staff Signature _____