

# Ypsilanti Community Schools

## Acceptable Use Policy for Students' Internet Use

*Student & Parent/Guardian must sign on page 4 after reading this document*

### Introduction

Internet access is available to students in the Ypsilanti Community Schools district. Our educational system is pleased to bring this access, and believes that the Internet offers vast, diverse, and unique educational resources.

The Internet is an electronic highway connecting millions of computers and individual subscribers all over the world. Our goal in providing this service to students is to enhance innovative educational opportunities. These resources will improve learning and teaching through research, professional development, communication, collaboration, and dissemination of successful educational practices, methods, and materials.

The District's Acceptable Use Policy for Students' Internet Use is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of or access to sensitive information, and to comply with the Children's Internet Protection Act ("CIPA"). As used in this policy, "user" includes anyone using the computers, Internet, email, chat rooms and other forms of direct electronic communications or equipment provided by the District (the "network.").

The District will use technology protection measures to block or filter, to the extent practicable, access of visual depictions that are *obscene, pornographic, and harmful to minors* over the network. The District reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose them to others as it deems necessary. Users should have no expectation of privacy regarding their use of District property, digital media, network and/or Internet access or files, including email.

Terms and Conditions are provided so that Internet users are aware of the responsibilities they are about to assume. The user's and parent/guardian's signature at the end of this form are legally binding and indicates that he/she has read the **Terms and Conditions** carefully and agrees to abide by them.

### Terms and Conditions

#### **1. Personal Safety and Privacy**

- a. Users will not post personal contact information about themselves or any other people. Personal contact information includes home address, phone number, home email address, school address, work address, etc.
- b. Personal photos and work can be published only if a signed district release form is on file.
- c. Users will not physically meet or agree to meet, with someone they have met online without appropriate approval. Inappropriate contacts should be reported to school authorities immediately.
- d. Students under the age of eighteen should only access YCS accounts outside of school if a parent or legal guardian supervises their usage at all times. The student's parent or guardian is responsible for monitoring the minor's use

#### **2. Illegal Activities**

- a. Users will not attempt to gain unauthorized access to any computer system or another person's account or files.
- b. Users will not intentionally attempt to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means.
- c. Users will not engage in any other illegal act, such as drug sales, engaging in criminal gang activity, threatening the safety of a person or person's, etc.
- d. Users will not attempt to defeat or circumvent the Internet filtering system to obtain inappropriate material.

### **3. Security**

- a. Users are responsible for their individual account and should take all reasonable precautions to prevent others from being able to use their account. Under no condition should users give their password to another person.
- b. Users will immediately notify school authorities if they have identified a possible security problem. Looking for security problems may be construed as an illegal attempt to gain access.
- c. Users will not attempt to gain unauthorized access to the network or attempt to access another person's files.
- d. Users will avoid the spreading of computer viruses.
- e. Users will only use disks, usb flash drives, and other storage and media devices that have been scanned and found to be free of viruses.

### **4. Inappropriate Language**

- a. Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language. This includes personal attacks or harassment of another person.
- b. Users will not post information that could cause damage, pose a danger or disruption, or incite confusion or panic.
- c. Users will not post false or defamatory information about a person or organization.

### **5. Inappropriate Material**

- a. Users shall not use the network to access material that is profane or obscene (pornography), advocates the use of illegal drugs, advocates illegal or dangerous acts, or advocates violence or discrimination toward other people. A special exception may be made for users to conduct advanced research which is approved by and closely monitored by the principal, the teacher, and a parent or guardian.
- b. If a user inadvertently accesses such information, s/he must immediately disclose the situation to a teacher/administrator. This disclosure shall protect users against an allegation that they have intentionally violated the Acceptable Use Policy

### **6. Respecting Resource Limits**

- a. Users will use the system only for educational and professional or career development activities.
- b. Users will not download large files, streaming videos or music, unless approved by the Ypsilanti Community Schools technology coordinator. Educational videos downloaded from Learn 360/LPB/United Streaming are permitted.
- c. Users will not post chain letters or send annoying or unnecessary messages to others.
- e. Users will subscribe only to high-quality discussion group mail lists that are relevant to educational, professional or career development activities.

### **7. Plagiarism and Copyright Infringement**

- a. Users will not take the ideas or writings of others and present them as if they were their own.
- b. Users will respect copyrighted materials.
- c. Users will not download or install copyrighted software from any source on a school computer.
- d. Users will immediately report to school authorities any site they access with inappropriate information.

### **8. Teacher Selection of Materials**

- a. Teachers shall select material that is appropriate to the age of the students and that is relevant to the course objectives.
- b. Teachers will preview the materials and sites they require students to access and determine the appropriateness of the material contained.

## **9. Responsibilities of Schools and Teachers**

- a. Access to the Internet by students shall be monitored by their teacher or other staff member.
- b. The teachers shall circulate among computers being used to access the Internet, or all monitors shall be in full view of the teacher.

## **10. Search and Seizure**

- a. The content of a student's e-mail, electronic files, computer devices, and records of their online activity while using the Ypsilanti Community Schools network are subject to review at any time. Routine maintenance and monitoring of the system may lead to discovery that a student has or is violating the Ypsilanti Community Schools Acceptable Use Policy, the disciplinary code, or the law.
- b. If a Ypsilanti Community Schools technology coordinator, school administrator, supervisor, or superintendent discovers a potential violation by a student, s/he shall notify the appropriate supervisor. Ypsilanti Community Schools personnel shall cooperate in the subsequent investigation. An individual investigation shall be conducted if reasonable suspicion exists that a student has violated the law or the disciplinary code. The inquiry shall be reasonable and focus on the nature of the alleged violation. Ypsilanti Community Schools is authorized to conduct individual computer file searches. Ypsilanti Community Schools shall cooperate with local, state, and federal authorities in any investigation they might be conducting of an individual student. Such violations of the law, disciplinary code or this policy by students could result in criminal prosecution.

## **11. Consequences of Misuse and Due Process**

- a. The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of privileges by administration, faculty, and staff.
- b. Users should expect no privacy of the contents of personal files and email on the district system. Messages relating to or in the support of illegal activities must be reported to the authorities.
- c. Ypsilanti Community Schools allows for suspension of students for inappropriate or illegal use of the Internet. Other disciplinary action may also be warranted.
- d. Misuse of the system can result in possible prosecution, and will require restitution for costs associated with system restoration, hardware, or software costs.
- e. Users bringing illegal and/or inappropriate materials into the system's electronic environment will be subject to disciplinary action.
- f. Ypsilanti Community Schools shall cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the Ypsilanti Community Schools network.
- g. If a student is believed to have violated this Acceptable Use Policy, the user shall be provided with a notice and opportunity to be heard in the manner set forth in the student discipline policy handbook policy and procedures handbook. Disciplinary action shall be tailored to specifically address the violation and to encourage appropriate student use of the network. If the alleged violation is an infraction of the student code, the violation shall be handled according to applicable provisions of the code.
- h. An administrator may terminate a student's access privileges by providing notice to the student and their parent or guardian.
- i. In sum, misuse may also lead to disciplinary and/or legal action for students, including suspension, expulsion, or criminal prosecution by government authorities. The District will attempt to tailor any disciplinary action to the specific issues related to each violation.

## **12. Parental Notification and Responsibility**

- a. A parent or guardian must sign the Parent Internet Contract to allow their child(ren)'s access privileges.
- b. A parent or guardian may request alternate activities that do not require Internet access be provided for the child(ren).
- c. A parent or guardian may request the termination of their child(ren)'s access privileges.

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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STUDENT: I understand and will abide by the provisions and conditions of this contract and realize my computer privilege is designed for educational purposes only. I understand that any violation of the above provisions will result in disciplinary action, the revoking of my user privileges, and any appropriate legal action. I will not hold my teacher, my school, or Ypsilanti Community Schools responsible for or legally liable for the materials distributed to or acquired from the network (Internet). I also agree to report any misuse of the Internet to the system administrator or to my teacher. Misuse can come in many forms, but can be viewed as any materials sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language and other issues described above.

Student Name: \_\_\_\_\_ (Print)

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT/GUARDIAN: As the parent/guardian of \_\_\_\_\_, I have read this contract and understand that Internet access is designed for educational purposes only. I also understand that it is impossible for School to restrict access to all controversial materials. I will not hold the teacher, their school or the Ypsilanti Community Schools responsible for or legally liable for materials distributed to or acquired from the network (Internet). 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 electronic network. This includes, but is not limited to claims that may arise from the unauthorized use of the network components. I give permission for my child to access all components of the district electronic network which includes Internet access, computer services, videoconferencing, computer equipment and related equipment for educational purposes. I also agree to report any misuse of the information system to the school director or teacher. Misuse can come in many forms, but can be viewed as any materials sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language and other issues described above. I accept full responsibility for my student's Internet use and understand that my child will be held responsible for any disregard of the Acceptable Use Policy. I hereby give my permission for my student to have Internet access and certify that information contained on this form is correct.

Parent/Guardian Name: \_\_\_\_\_ (Print)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_