It is the policy of the District's Board of Education to provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. It is also the policy of the Board to comply with the Children's Internet Protection Act ("CIPA"). As required by the CIPA, the Board directs the District's administration to:

- Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, that constitute child pornography, or that are "harmful to minors." The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) 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; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- Educate minors about appropriate online behavior, including interacting with other people on social networking websites and in chat rooms and cyberbullying awareness and response.
- Prohibit access by minors to inappropriate matter on the Internet.
- Prohibit unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Prohibit the unauthorized disclosure, use, and dissemination of personal identification information regarding minors;
- Restrict minors' access to materials that are "inappropriate for minors." The Board defines materials that are inappropriate for minors to include: See Appendix A
- Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Board directs the <u>Network Administrator</u>

to develop, review, and revise as necessary an acceptable use agreement that must be signed by all users of the District's technology resources before the user will be allowed to use the technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the \_\_\_\_\_ Network Administrator

will develop (1) an acceptable use agreement to be signed by adult users, including employees, volunteers, and board members; (2) an acceptable use agreement to be signed by students in grades (7 and above) and their parents; and (3) an acceptable use agreement to be signed by students in grades (<u>6</u> and below) and their parents. The acceptable use agreements must be consistent with this Board policy and must include, at a minimum:

- A statement that the use of the technology resources is a privilege that may be revoked at any time.
- A statement that a user has no expectation of privacy when using the technology resources.
- Provisions to protect the integrity of the technology resources, including a requirement that each user only access the technology resources by using his or her assigned user name and password.
- A statement that the technology resources may not be used to bully other people. •
- A statement that misuse of the technology resources may result in loss of access to the technology resources and potential disciplinary action.
- A list of what constitutes "misuse" of the technology resources. .
- A statement that the District does not guarantee that the technology resources will be error free or uninterrupted.
- A requirement that users report any material that makes them feel threatened, harassed, or bullied.
- A release of all claims and liabilities against the District for use of the technology resources.

Pursuant to section 6 of the Michigan Library Privacy Act, each school library offering public access to the Internet or a computer, computer program, computer network, or computer system shall limit minors to only use or view those terminals that do not receive obscene material or sexually explicit material that is harmful to minors. Individuals age 18 or older, or a minor accompanied by his or her parent/guardian, may access a school library terminal that is not restricted from receiving such material. Each qualifying school library must designate at least one terminal that is not restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a parent or guardian do not access the unrestricted terminal. The Board directs the following person to determine which staff members will implement this paragraph in each qualifying school building library: <u>Building Principal</u>

# Appendix A

Materials that are inappropriate for minors are defined as material that does not serve an instructional or educational purpose and that includes, but is not limited, to material that:

- i) Is profane, vulgar, lewd, obscene, offensive, indecent, sexually explicit, or threatening;
- ii) Advocates illegal or dangerous acts;
- iii) Causes disruption to Leslie Public School District, its employees, contractors, or students;
- iv) Advocates violence; or
- v) Contains knowingly false, recklessly false, or defamatory information.

### Leslie Public Schools Agreement for Acceptable Use of Technology Resources Students Grades K-<u>6</u>\_

	Leslie Middle School	/ Woodworth/	/
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Building/Program Name

Student Name

I understand that I may sometimes be permitted to use the District's computers, electronic devices, and Internet at school and at home. To use computers, electronic devices, or the Internet, I understand that I must follow school rules for computer and Internet use. I promise that:

- I will only use the computers, electronic devices, and Internet for school work.
- I will only use the computers, electronic devices, and Internet when my teacher or other school employee tells me that I am allowed to use the computers, electronic devices, and Internet.
- I will not use the Internet to try to look at websites that I know are for adults only or that I know I shouldn't access.
- If I accidentally access a website that I know I shouldn't look at, I will tell my teacher or other school employee right away.
- If someone sends me something on the Internet that I know is inappropriate, I will tell my teacher or other school employee right away.
- I will not use the computers, electronic devices, or Internet to bully or harm any other person.
- If someone else uses the computers, electronic devices, or Internet to bully or harm me, I will tell my teacher or other school employee right away.
- I will not damage the computers, electronic devices, or cause problems with the computers, electronic devices, or Internet on purpose.
- I will not use the computers, electronic devices, or Internet to cheat on my schoolwork.
- I will not copy anything that I see on the computers or Internet and pretend that it is my own work.
- I will keep my password secret from all other students.
- I understand that the school can see everything that I do on the computers, electronic devices, and Internet.
- I understand that the school has filters on the computers, electronic devices, and Internet, which means I might not be able to see some information. I will not try to interfere with those filters.
- I will follow all of these rules. I will also follow any directions that my teacher or other school employee gives me about my use of the computers, electronic devices, or the Internet.

I understand that if I break any of these rules, I may be disciplined, and I may also lose my computer, electronic device, and Internet privileges.

I have read this Agreement and agree that as a condition of my child's use of the District's technology resources, which include (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems, I release the District and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my child's use or inability to use the technology resources. I also indemnify the District and its board members, agents, and employees, including its Internet Service Provider as a result of my child's use, or misuse, of the District's technology resources.

I have explained the rules listed above to my child.

I authorize the District to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.

I understand that data my child sends or receives over the District's technology resources is not private. I consent to having the District monitor and inspect my child's use of the technology resources, including any electronic communications that my child sends or receives through the technology resources.

I understand and agree that my child will not be able to use the District's technology resources until this Agreement has been signed by both my child and me.

I have read this Agreement and agree to its terms.

Parent/Guardian Signature

Date

*cc: parent/guardian, student file* Revised 05/16/12

# Appendix A

Materials that are inappropriate for minors are defined as material that does not serve an instructional or educational purpose and that includes, but is not limited, to material that:

- i) Is profane, vulgar, lewd, obscene, offensive, indecent, sexually explicit, or threatening;
- ii) Advocates illegal or dangerous acts;
- iii) Causes disruption to Leslie Public School District, its employees, contractors, or students;
- iv) Advocates violence; or
- v) Contains knowingly false, recklessly false, or defamatory information.

### Leslie Public Schools Agreement for Acceptable Use of Technology Resources Students Grades <u>7</u> and Above

Leslie High School / Middle School \_\_\_\_/\_

Building/Program Name

Student Name

This Agreement is entered into on: \_\_\_\_\_

This Agreement is between \_\_\_\_\_ ("Student" or "User") and the Leslie Public Schools ("District")

The purpose of this Agreement is to grant access to and define acceptable use of the District's technology resources ("Technology Resources"). Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at school or away from school, you understand and agree to the following:

A. Your use of the District's Technology Resources is a privilege that may be revoked by the District at any time and for any reason.

B. You have no expectation of privacy when using the District's Technology Resources. The District reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The District also reserves the right to remove any material from the

Technology Resources that the District, at its sole discretion, chooses to, including, without limitation, any information that the District determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.

C. The Technology Resources do not provide you a "public forum." You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by a teacher or administrator as part of a class project or activity. You may, however, use the Technology Resources to contact or communicate with public officials.

D. The District's Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences for both you and the person(s) using your account/password.

E. You may not use the Technology Resources to engage in bullying, which is defined as:

Any written, verbal, or physical act, or any electronic communication, that is intended or that a reasonable person would know is likely to harm one or more pupils either directly or indirectly by doing any of the following:

a) Substantially interfering with educational opportunities, benefits, or programs of one or more pupils;

- b) Adversely affecting the ability of a pupil to participate in or benefit from the educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress;
- c) Having an actual and substantial detrimental effect on a pupil's physical or mental health; or
- d) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Use of other communication/messaging devices (including devices not owned by the District) to engage in bullying may be grounds for discipline under the District's \_\_\_\_\_Student Handbook\_\_\_\_\_\_.

F. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action, up to and including expulsion. Misuse includes, but is not limited to:

- 1. Accessing or attempting to access material that is "harmful to minors." Material that is "harmful to minors" includes any picture, image, graphic image file, or other visual depiction that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) 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; and (3) taken as a whole lacks serious literary, artistic, political, or scientific value as to minors.
- 2. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.
- 3. Accessing or attempting to access material that is inappropriate for minors. Material that is inappropriate for minors is defined as:

See Appendix A

- 4. Bullying (as defined in paragraph E).
- 5. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.
- 6. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school material, or school hardware or software.
- 7. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to others or information you are not authorized to access.
- 8. Unauthorized copying or use of licenses or copyrighted software.
- 9. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
- 10. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
- 11. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.

- 12. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user.
- 13. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA").
- 14. Misusing equipment or altering system software without permission.
- 15. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
- 16. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or the District's \_\_\_\_\_\_.

G. You must promptly disclose to your teacher or other school employee any content you view or receive over the Technology Resources that is inappropriate or that makes you feel uncomfortable, harassed, threatened, or bullied, or that contains sexually explicit content. You should not delete such content until instructed to do so by a staff member.

H. It is the policy of the District, as a recipient of certain federal funds, to monitor the online activities of its minor students and provide technology protection measures on its computers with Internet access designed to prevent minors from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors.

I. It is the policy of the District to prohibit its minor students from (1) accessing inappropriate matter on the Internet; (2) engaging in hacking or other unlawful online activities; and (3) accessing materials that are harmful to minors. It is also the policy of the District to educate students about cyberbullying awareness and response and about appropriate online behavior, including disclosing, disseminating, or using personal information and safely and appropriately interacting with other individuals in social networking websites, chat rooms, by e-mail, and other forms of direct electronic communications.

J. The District does not guarantee that measures described in paragraphs H and I will provide any level of safety or security or that they will successfully block all inappropriate material from the District's students. You agree that you will not intentionally engage in any behavior that was intended to be prevented by paragraphs H and I.

K. The District does not warrant or guarantee that its Technology Resources will meet any specific requirement, or that they will be error free or uninterrupted; nor will the District be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.

L. You are responsible for the proper use of the Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.

I agree to follow this Agreement and all rules and regulations that may be added from time to time by the District or its Internet Service Provider.

I also agree to follow all rules in the District's <u>Student Handbook</u>

Any additional rules, regulations, and policies are available in the <u>School Office</u>

As a condition of using the Technology Resources, I agree to release the District and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my use or inability to use the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the District monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read this Acceptable Use Agreement and agree to its terms.

Student Signature

Date

I have read this Agreement and agree that as a condition of my child's use of the Technology Resources, I release the District and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my child's use or inability to use the Technology Resources. I also indemnify the District and its board members, agents, and employees, including its Internet Service Provider, for any fees, expenses, or damages incurred as a result of my child's use, or misuse, of the District's Technology Resources.

I authorize the District to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.

I understand that data my child sends or receives over the Technology Resources is not private. I consent to having the District monitor and inspect my child's use of the Technology Resources, including any electronic communications that my child sends or receives through the Technology Resources.

I understand and agree that my child will not be able to use the District's Technology Resources until this Agreement has been signed by both my child and me.

I have read this Agreement and agree to its terms.

Parent/Guardian Signature

Date

cc: parent/guardian, student file Revised: 05/16/12

# Appendix A

Materials that are inappropriate for minors are defined as material that does not serve an instructional or educational purpose and that includes, but is not limited, to material that:

- i) Is profane, vulgar, lewd, obscene, offensive, indecent, sexually explicit, or threatening;
- ii) Advocates illegal or dangerous acts;
- iii) Causes disruption to Leslie Public School District, its employees, contractors, or students;
- iv) Advocates violence; or
- v) Contains knowingly false, recklessly false, or defamatory information.

#### Leslie Public Schools Agreement for Acceptable Use of Technology Resources For Employees, Board Members, Volunteers, and Adults other than Students

_	/		
	Building/Program Name	Name	
This Agreement is e	ntered into on:		
This Agreement is b ("District").	etween	("User") and the Leslie Public S	Schools

The purpose of this Agreement is to grant access to and define acceptable use of the District's technology resources ("Technology Resources"). Technology Resources are any type of instrument, device, machine, equipment, technology, or software that is capable of transmitting, acquiring, or intercepting, any telephone, electronic, data, internet, audio, video, or radio transmissions, signals, telecommunications, or services, and include without limitation (1) internal and external network infrastructure, (2) Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the District's Technology Resources is a privilege that may be revoked by the District at any time and for any reason.
- B. You have no expectation of privacy when using the District's Technology Resources. The District reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The District also reserves the right to remove any material from the Technology Resources that the District, at its sole discretion, chooses to, including, without limitation, any information that the District determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement.
- C. The Technology Resources do not provide you a "public forum." You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by an appropriate administrator. You may, however, use the Technology Resources to contact or communicate with public officials.
- D. The District's Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences (for employees, up to and including termination), for both you and the person(s) using your account/password.
- E. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action (for employees, up to and including termination). Misuse includes, but is not limited to:
  - 1. Accessing or attempting to access material that is unlawful, obscene, pornographic, profane, or vulgar.
  - 2. Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.
  - 3. Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school materials, or school hardware or software.

- 4. Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to other users or information you are not authorized to access.
- 5. Unauthorized copying or use of licenses or copyrighted software.
- 6. Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
- 7. Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
- 8. Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.
- 9. Using or soliciting the use of, or attempting to use or discover the account information or password of, another user, unless authorized to do so by the District's administration or Board.
- 10. Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act ("CIPA"), unless authorized to do so by the District's administration or Board.
- 11. Misusing equipment or altering system software without permission.
- 12. Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
- 13. Using the Technology Resources in any way that violates any federal, state, or local law or rule, or any District policy, rule, or agreement.
- F. It is the policy of the District, as a recipient of certain federal funds, to provide technology protection measures on its computers with Internet access designed to protect against access through such computers to visual depictions that are obscene or child pornography. The technology blocks may be disabled by an authorized person, during adult use, to enable access to bona fide research or for other lawful purposes.
- G. The District does not warrant or guarantee that its Technology Resources will meet any specific requirement or that they will be error free or uninterrupted; nor will the District be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.
- H. As soon as possible, you must disclose to an appropriate school administrator any content you view or receive over the Technology Resources that makes you feel harassed, bullied, or threatened or any communication that contains sexually explicit content. You should not delete such content until instructed to do so by <u>Building Administrator</u>.
- I. You acknowledge that you may receive or have access to student education records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act, Individuals with Disabilities Education Act, the Michigan Mandatory Special Education Act, and the National School Lunch Act and their underlying regulations (collectively, the "Acts"). You acknowledge that, to the extent you receive and have access to such data and records, you are subject to the provisions of those Acts and their regulations and will not redisclose student data or other education records except as permitted by law.

- J. You acknowledge and understand that correspondence or other data that you send or receive over the District's Technology Resources may be subject to retrieval and disclosure under the Freedom of Information Act ("FOIA") and other federal or state statutes and regulations. You will cooperate fully and promptly with the District when responding to FOIA requests or other requests for disclosure of information.
- K. You are solely responsible for all charges and fees, including outside telephone, printing, and merchandise purchases, made through the Technology Resources. The District is not a party to such transactions and is not liable for any costs or damages, whether direct or indirect, arising out of your use of the Technology Resources.
- L. You are responsible for the proper use of Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.
- M. Any violation of this Agreement may subject you to discipline (for employees, up to and including termination), including possible suspension of your access to the Technology Resources.

As a condition of using the Technology Resources, I release the District, and its board members, agents, and employees, including the Internet Service Provider, from all liability related to my use or inability to use the Technology Resources. I agree to follow this Agreement and all rules and regulations that may be added from time to time by the District or its Internet Service Provider.

Any additional rules, regulations, and policies are available in the <u>School Office</u>. I agree to pay for, reimburse, and indemnify the District, its board members, agents, and employees, including the Internet Service Provider, for damages, including any fees or expenses, incurred as a result of my use, or misuse, of the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the District monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read this Agreement and agree to its terms.

**Employee Signature** 

Date

cc: Employee file Revised: 05/15/12