

STUDENTS' COMPUTER AND NETWORK USAGE POLICY

The Muhlenberg School District (the "School District") recognizes the educational benefits of providing students with access to the Internet. This service will provide vast, diverse, and unique resources for students who use the access. Our goal in providing this service is to promote educational excellence in the Muhlenberg School District by facilitating resource sharing, innovation, and communication.

With access to computers and people across the world also comes the availability of material that may not be considered of educational value in the context of the school setting. The Muhlenberg School District and our provider of the service have taken precautions to restrict access to controversial materials. While in compliance with the Childrens' Internet Protection Act ("CIPA") and the Neighborhood Childrens' Internet Protection Act ("NCIPA"), **using content filtering from Secure Computing, on a global network it is impossible to control all materials, and an industrious user may discover controversial information.** Muhlenberg School District firmly believes that the valuable information and interaction available on this worldwide network far outweigh the possibility that users may procure material that is not consistent with the educational goals of the district.

The Superintendent/designee shall be responsible for ensuring that access to the Internet is provided for those students, teachers, staff and all other users who have educational need to use the service and that they have been informed of their responsibilities and the consequences of their actions in the event of non-compliance with this policy.

Policy: 3.36
Adopted: 8/14/02
Amended: 4/14/04
Amended: 2/8/06

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I. Introduction

The Muhlenberg School District employs a system of computer, software, and related devices and equipment to establish local network (LAN) capabilities and access to the Internet by staff and students. LAN and Internet (collectively, the "NETWORK") provide support for administrative and educational purposes.

Internet access is coordinated through a complex association of government agencies and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that all users will be aware of the responsibilities that they are assuming. In general, this requires efficient, ethical, and legal utilization of the network resources

II. Procedures

1. Sponsoring teachers shall read and review the entire "Computer and Network Usage Policy" with students prior to their accessing the network.
2. Before students are issued a logon name and password to use the Internet, a copy of the "Computer and Network Usage Form" signed by parents or guardians must be returned to the sponsoring teacher. Failure to return a completed form indicating approval by the parent or guardian will deny access to the network. Privilege to the network shall be for the term of enrollment in the School District. Network privilege will be suspended or revoked for violation of the "Computer and Network Usage Policy" or by written request from the parent or guardian.
3. Copies of the "Computer and Network Usage Policy" shall be sent with the "Computer and Network Usage Form" to the student's home for review by parents/guardians and students and shall be posted in those areas where computers are connected to the network.
4. The sponsoring teacher shall provide a copy of the signed permission form to the school office and to the system operator.
5. Each building will maintain a list of all active Internet accounts.
6. Classroom teachers are responsible for determining if a signed copy of the permission form is on file before allowing students to access the network.
7. Failure to follow policy guidelines will result in appropriate disciplinary action as defined by the Muhlenberg School District Disciplinary Code.

III. Educational Purpose

1. The purpose of the School District computers and the Internet service is to support research and education in and among educational institutions around the world by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and consistent with the educational objectives of the School District. Use of any other organization's network or computing resources must comply with the rules appropriate for that network.

2. The School District computers and Internet service have been established for a limited educational purpose. The term "educational purpose" includes classroom activities, career development and limited, high-quality personal research as long as such personal use does not interfere with system operations and other system users.
3. The School District computers and Internet service have not been established as a public access service or a public forum. The School District has the right to place reasonable restrictions on the material you access or post through the system.
4. The School District computers and Internet may not be used for commercial purposes. Students may not offer, provide, or purchase products or services through the School District computers or Internet.
5. Students may not use the School District computers or Internet for political lobbying. Students may use the system to communicate with elected representatives and to express your opinion on political issues.
6. The School District computers and Internet are considered a limited forum, similar to the school newspaper. The School District may restrict your speech for valid educational reasons.
7. Students are expected to be familiar with the School District's policy concerning student computer and Internet use.

IV. Network Etiquette

All users are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

1. Be polite. Do not become abusive in your messages to others.
2. Use appropriate language. Do not swear, use vulgarities or employ any other inappropriate language.
3. Do not reveal any personal addresses, phone numbers, or personal information about students, teachers, staff or yourself.
4. Do not use the network in such a way that the use of the network by others is disrupted.
5. All communications and information accessible via the network should be assumed to be private property.
6. The service provider and the School District may occasionally require new registration and account information for continuation of the service. Students must notify the service provider and the School District of any changes in your account information (address, etc.). Currently, there are no user fees for this service.

V. Unacceptable Uses

1. Personal Safety
 - a. You will not post personal contact information about yourself or other people. Personal contact information includes your address, telephone, school address, work address, etc.

- b. You will not agree to meet with someone you have met online.
- c. You will promptly disclose to your teacher or other school employee any message you receive that is inappropriate or makes you feel uncomfortable.

2. Illegal Activities

- a. You will not attempt to gain unauthorized access to the School District computers or Internet or go beyond your authorized access. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing." "Hacking" is illegal.
- b. You will not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses or by any other means. These actions are illegal.
- c. You will not use the School District computers or Internet to engage in any other illegal act, including but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity or threatening the safety of person.
- d. Vandalism of any form shall not be tolerated. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet, or any agency or other networks that are connected to the School District computers or Internet. This includes, but is not limited to, the creation of computer viruses. Vandalism shall also include any actions that cause physical damage to property belonging to the school district or the provider.
- e. Transmission or copying of any material in violation of any U.S. or state regulation is prohibited. This includes but is not limited to: copyrighted material, threatening or obscene material, or material that is protected by trade secret.
- f. Copying copyrighted software and the illegal installation of copyrighted software for use on School District computers is prohibited.
- g. File-sharing or downloading file-sharing programs (e.g., Kazaa, Morpheus) is prohibited.

3. System Security

- a. You are responsible for your individual account and should take all reasonable precautions to prevent others from being able to use your account. Under no conditions should you provide your password to another person.
- b. You will immediately notify a teacher or the system administrator if you have identified a possible security problem. Do not go looking for security problems because this may be construed as an illegal attempt to gain access.
- c. You will avoid the inadvertent spread of computer viruses by following the School District's virus protection procedures in downloading.
- d. You will not bypass or attempt to bypass the school's filtering system.

4. Inappropriate Language (Restrictions against inappropriate language apply to public messages, private messages and material posted on Web pages.)

- a. You will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening or disrespectful language.
- b. You will not post information that could cause material damage and a danger of disruption either directly or indirectly, while on-campus or off-campus.

- c. You will not knowingly or recklessly post personal attacks, harassment, or false or defamatory information about a person or an organization.
- d. You will not post personal views as representing those of the school district.

5. Respecting Resource Limits

- a. You will use the system only for educational purposes, career development and limited, high-quality personal research.
- b. You will not download large files unless absolutely necessary. If necessary, you will download the file at a time when the system is not being heavily used and immediately remove the file from the system computer to your personal computer.
- c. You will not post chain letters or engage in "spamming." Spamming is sending an annoying or unnecessary message to a large number of people.
- d. Use is restricted to district-approved activities. Use for other purposes (e.g., commercial and non-profit activities, product advertisement, political lobbying, religious activities) is prohibited.

6. Plagiarism and Copyright Infringement

- a. You will not plagiarize works that you find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours.
- b. You will respect the rights of copyright owners. Copyright infringement occurs when you inappropriately reproduce a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner. Copyright law can be very confusing. If you have questions, ask for assistance.
- c. Computer software is to be considered the property of others and is protected by copyright and shall only be used in accordance with licensing agreements. Software on school computers may not be copied either onto personal diskettes or onto other computers through electronic mail or bulletin boards. Copies of software may not be given, sold, or lent to other parties without the written permission of the copyright owner or the original software is clearly identified as shareware or in the public domain.

7. Inappropriate Access to Material

- a. You will not use the Internet to access material that is profane or obscene (pornography), that advocates illegal or dangerous acts, or that advocates violence or discrimination towards other people (hate literature).
- b. If you mistakenly access inappropriate information, you should immediately tell your teacher. This will protect you against a claim that you have intentionally violated this Policy.
- c. Your parents should instruct you if there is additional material that they think it would be inappropriate for you to access. The School District fully expects that you will follow your parent's instructions in this matter.

VI. Search and Seizure

- 1. You should expect no right of privacy in the contents of your personal files on the School District system and records of your online activity.

2. Routine maintenance and monitoring of the computer system and Internet may lead to the discovery that you have violated this Policy or the law. Illegal activities may be reported to the authorities.
3. An individual search will be conducted if there is reasonable suspicion that you have violated this Policy or the law. The investigation will be reasonable and related to the suspected violation.
4. The School District has the ability to and may monitor all information and data stored or transmitted on the School District computers.
5. Your parents have the right at any time to request to see the contents of your files in compliance with the Electronic Communications Privacy Act.

VII. Miscellaneous

1. Privilege. The use of the Internet is a privilege, not a right, and inappropriate use will result in your account being terminated, future access suspended or denied, and/or appropriate discipline as defined by the Muhlenberg School District Disciplinary Code. Each student who receives an account will be instructed by the sponsoring teacher as to the proper use of the network as outlined in the Computer and Network Usage Policy. The system administrator or attendant faculty member will determine what is appropriate use. The faculty, administration and staff of the School District may request the system administrator to deny, revoke, or suspend specific user accounts.
2. Warranties.
 - a. The School District and the service provider make no warranties of any kind, whether expressed or implied, for the service that it is providing.
 - b. The School District and the service provider will not be responsible for any damages you suffer. This includes loss of data and service interruptions of any kind. Use of any information obtained via School District computers, Internet service or service provider is at your own risk.
 - c. The School District and the provider specifically deny any responsibility for the accuracy or quality of information obtained through this service.
 - d. The School District will not be responsible for financial obligations arising through the unauthorized use of the service.
 - e. You can be held financially responsible for any harm to the system as a result of intentional misuse.
3. The Muhlenberg School District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted through the Internet.
4. The School District will make determinations on whether specific uses of the network are consistent with acceptable use practice.
5. The School District reserves the right to log Internet use and monitor fileserver space utilization by users.
6. The School District reserves the right to temporarily or permanently remove a user account on the network to prevent further unauthorized activity.

7. Acceptance of Terms and Conditions. All terms and conditions as stated in this document are applicable to the Muhlenberg School District and the service provider, in addition to the Internet. All terms and conditions as stated in this document are applicable to all Muhlenberg School District students. All terms and conditions as stated in this document extend not only to on-campus use but to off-campus use as well. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.

Administrative Procedures: 3.36
Adopted: 8/14/02
Amended: 4/14/04
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MUHLENBERG SCHOOL DISTRICT

COMPUTER AND NETWORK USAGE FORM

Part 1: Student Response

I understand and will abide by the COMPUTER AND NETWORK USAGE POLICY for Internet. I further understand that any violation of the COMPUTER AND NETWORK USAGE POLICY is unethical and may constitute a criminal offense. **Should I commit any violation, my access privileges will be revoked, future access suspended or denied, school disciplinary action may be taken, and/or appropriate legal steps may be pursued.**

User Name (Please print) _____

User Signature _____

Date _____

Section 2: Parent's Permission

Parent or Guardian: Please read the enclosed information regarding use of the Internet, review it with your son or daughter, and sign in space below. Thank you.

As the parent or guardian of the student listed above, I have read the Computer and Network Usage Policy for Internet Access. I understand that this access is designed for educational purposes, and the Muhlenberg School District and their provider of the service have taken available precautions to eliminate controversial material. However, I also recognize it is impossible for Muhlenberg School District and their provider to restrict access to all controversial materials, and I will not hold them responsible for materials acquired on the network. 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 system, including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services. I understand that I can be held liable for damages caused by my child's intentional misuse of the system.

Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I will instruct my child regarding any restrictions against accessing material that are in addition to the restrictions set forth in the School District Computer and Network Usage Policy. I will emphasize to my child the importance of following the rules for personal safety.

I hereby give permission to issue a personal and/or network account for my child and certify that the information contained on this form is correct.

Parent or Guardian (please print) _____

Signature _____

Date _____

Part 3: Teacher Section

Sponsoring Teacher: I have read the Computer and Network Usage Policy and agree to promote and enforce this agreement with the student. Because the student may use the network for individual work or in the context of another class, I cannot be held responsible for the student use of the network. As the sponsoring teacher, I do agree to instruct the student on acceptable use of the network and proper network etiquette.

Teacher's Name (please print) _____

Signature _____

Date _____

Part 4: Application Portion

User's Full Name (please Print) _____

Home Address _____

Home Phone _____

Student enrolled at _____

Grade _____

Note: This form must be signed and returned to your sponsoring teacher. After the form has been returned and your student or personal account established, you will be notified of your logon name and user password. Thank you for interest and support of this exciting resource in the Muhlenberg School District.

Internet Usage Form

School Year 20____ - 20____

Please **print** the following information:

Student Name: _____

Grade: _____

Parent/Guardian Name: _____

Address: _____

Telephone Number _____

My child, _____, is a student registered in Muhlenberg School District or in a district program. I request that he/she is **not** allowed to use the Internet. I understand that my child may be given alternate work for assignments that require Internet usage. I accept responsibility to complete this release form on an annual basis in order to maintain this request in district files.

(The Muhlenberg School District in compliance with the Childrens' Internet Protection Act ("CIPA") and the Neighborhood Childrens' Internet Protection Act ("NCIPA") uses Bluecoat Systems content filter to restrict access to certain materials. However it is impossible to control all materials and an individual user may discover controversial information.)

Parent/Guardian Signature: _____

Date: _____