



Policies and Procedures

The Deer/Mt. Judea School District Computer Use Policy is designed to protect minors from internet based materials that could potentially harm them. The policy insures the district's use of the internet filter provided by the Department of Information Systems and 8e6. Policies have been developed to specifically address equitable access for students with exceptional needs and data and network security. The district currently provides access through specialized hardware and software for students with special needs and utilizes AVG Antivirus along with network policies for data and network security. School staff, parents and students are provided with hard copies of district computer/internet use policies and the policies are posted on the district website. The network and data are secured through requiring secure passwords and multiple levels of access for students, teachers and administrators. Cyber ethics is included in the district's acceptable use policy.

4.29—STUDENT COMPUTER USE POLICY

The Deer/Mt. Judea School District makes computers and/or computer Internet access available to students, to permit students to perform research and to allow students to learn how to use computer technology. Use of district computers is for educational and/or instructional purposes only. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors.¹ For the purposes of this policy "harmful to minors" is defined as any picture, image, graphic image file, or other visual depiction that--

(A) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or

Excretion;

(B) 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

(C) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Nonstudent will be granted Internet access until and unless a computer-use agreement, signed by both the student and the parent or legal guardian (if the student is under the age of eighteen [18]) is on file. The current version of the computer use agreement is incorporated by reference into board policy and considered part of the student handbook.

Student use of computers shall only be as directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that monitoring of student computer use is continuous. Students must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security or Internet filtering software, alter data without authorization, or disclose passwords to other students. Students who misuse district-owned



computers or Internet access in any way, including using computers to violate any other policy or contrary to the computer use agreement, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, as specified in the student handbook² and/or computer use agreement.

Inane effort to help protect student welfare when they navigate the Internet, the district will work to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

Notes: ¹ The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose. The FCC's Rules have been amended to align with the statute's provision which allow local determination of what material is harmful to minors. 47 CFR 54.520(c) (4) states: "Local determination of content. A determination regarding matter inappropriate for minors shall be made by the school board, local educational agency, library, or other authority responsible for making the determination. No agency or instrumentality of the United States Government may establish criteria for making such determination; review the determination made by the certifying school, school board, school district, local educational agency, library, or other authority; or consider the criteria employed by the certifying school, school board, school district, local educational agency, library, or other authority in the administration of the

Schools and libraries universal service support mechanism." Therefore, districts must decide on their definition of "harmful to minors." The definition included in the policy is that which is used in the law and Code of Regulations. You may, but you do not have to, change it.

² For your student handbook, add progressive discipline – first offense consequence, second offense consequence, etc.

Legal References: Children's Internet Protection Act; PL 106-554

FCC Final Rules 11-125 August 11, 2011

20 USC 6777

47 USC 254(h)

47 CFR 520(c)(4)

A.C.A. § 6-21-107

A.C.A. § 6-21-111

4.29F—STUDENT INTERNET USE AGREEMENT

Student's Name (Please Print) _____ Grade Level _____

School _____ Date _____

The Deer/Mt. Judea School District agrees to allow the student identified above ("Student")



to use the district's technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned technology device:

1. Conditional Privilege: The Student's use of the district's access to the Internet is a privilege conditioned on the Student's abiding to this agreement. No student may use the district's access to the Internet whether through a District or student owned technology device unless the Student and his/her parent or guardian have read and signed this agreement.

2. Acceptable Use: The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal and state laws and regulations. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.

3. Penalties for Improper Use: If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action. **[Note:A.C.A. § 6-21-107 requires the district to have "...provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy." You may choose to tailor your punishments to be appropriate to the school's grade levels.]**

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following
:

Abusing the Internet for other than educational purposes;

B.gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law;

Causing the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;

d.makingunauthorized copies of computer software;

e.accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;

F.using abusive or profane language in private messages on the system; or using the system to harass, insults, or verbally attacks others;

G.posting anonymous messages on the system;

H.using encryption software;

I.wasteful use of limited resources provided by the school including paper;

J.causing congestion of the network through lengthy downloads of files;

K.vandalizing data of another user;

L.obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;



M.gaining or attempting to gain unauthorized access to resources or files;

N.identifyingoneself with another person's name or password or using an account or password of another user without proper authorization;

O.invading the privacy of individuals;

P.divulgingpersonally identifying information about himself/herself or anyone else either on the Internet or in an email. Personally identifying information includes full names, address, and phone number.

Q.using the network for financial or commercial gain without district permission;

R.theft or vandalism of data, equipment, or intellectual property;

S.attempting to gain access or gaining access to student records, grades, or files;

T.introducing virus to, or otherwise improperly tampering with the system;

U.degrading or disrupting equipment or system performance;

V.creating a webpage or associating a web page with the school or school district without proper authorization;

W.providing access to the District's Internet Access to unauthorized individuals;

X.failing to obey school or classroom Internet use rules; or

Y.taking part inane activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.

Z.Installing or downloading software on district computers without prior approval of technology director or his/her designee.

5. Liability for debts: Students and their cosigners shall be liable foray and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

7. No Guarantees: The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such material on the part of the Student.

8. Signatures: We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.