

Byron Center Public Schools
Acceptable Use and Internet Safety Policy

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.
- Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by an authorized staff member, during adult use, to enable access to bona fide research or for other lawful purposes. The Board designates the following person to determine which staff members are authorized to disable the protection measures: Russ Gerbers, Director of Technology.
- Educate minors about appropriate online behavior, including interacting with other people on social networking websites and in chat rooms and cyber bullying 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: Visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors

- Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Board designates and directs the following person to take all steps necessary to implement this policy and to otherwise comply with the CIPA: Russ Gerbers, Director of Technology.

The Board directs the Technology Director 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 Technology Director 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 (seven and above) and their parents; and (3) an acceptable use agreement to be signed by students in grades (six 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: Russ Gerbers, Director of Technology.

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

This Agreement is between the employee (“User”) and Byron Center Public Schools and is in effect August 1, 2018 to July 31, 2019.

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, this 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 Russ Gerbers, Director of Technology.
- 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 disclose 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 Additional Rule Location. 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.