

**FLANDREAU PUBLIC SCHOOL DISTRICT  
TECHNOLOGY ACCEPTABLE NETWORK AND INTERNET USE POLICY**

**I. Introduction**

The Children’s Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5) require public schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This District’s Acceptable Network and Internet Use Policy (hereinafter “AUP”) is intended to set forth the specific obligations and responsibilities of all users, including students and staff, who access the District’s Network, and to ensure such use complies with the CIPA requirements. “Network” is defined as any and all Flandreau School District owned computers, servers, hardware or software, the District’s local area network, wireless access points, the Internet, Internet 2, the Flandreau School District intranet, email, chat rooms, other forms of direct electronic communications or other communications equipment provided by the Flandreau School District regardless of the physical location of the user. This AUP applies even when Flandreau School District provided equipment (laptops, tablets, etc.) is used on or off premises of Flandreau School District property. The following guidelines are provided so that you are aware of the responsibilities about to be acquired. All Flandreau Public School network users are required to sign an Acceptable Use Policy, with agreements kept on file in the district office. The signatures at the end of this document are legally binding and indicate the party who signed has read the terms and conditions and understand their significance.

**II. Terms of Equipment Loan**

*Staff*

Equipment is issued as part of district contract also requiring a signed and filed AUP. All equipment will be collected at the end of each school year for maintenance with the re-issue of original equipment each school year whenever possible.

*High School Students*

District owned equipment (laptop, charger, case/sleeve) will be issued to students after parents have signed and returned AUP. The Accidental Damage Service Plan (ADP) covers normal use, mechanical failure, faulty components and accidental damage. Excessive warranty issues may result in related costs. If equipment is lost or stolen, a police report must be filed. The laptops will be turned in between semesters and at the end of the school year.

*Middle School Students*

Will be issued a Chromebook. Students in 5<sup>th</sup> and 6<sup>th</sup> grade Chromebooks will be checked out at the beginning of the school day and checked back in at the end of the school year. Students in 7<sup>th</sup> and 8<sup>th</sup> grade Chromebooks will be checked out at the beginning of the school year and checked back in before the end of the school year. Chromebooks will also be turned in between semesters. Students will be issued a carrying case for safely transporting the Chromebook issued to them.

*Elementary Students*

3<sup>rd</sup> and 4<sup>th</sup> grade students will be issued a Chromebook. The Chromebook will be checked out at the beginning of the school day and checked back in before the end of the school day.

Kindergarten, 1<sup>st</sup> and 2<sup>nd</sup> grade students will be issued an iPad. The iPad will be checked out at the beginning of the school day and checked back in before the end of the school day.

**All users are responsible for** any misuse, abuse, intentional misconduct, or negligence. Reasonable cost of repair or replacement will be the responsibility of students/staff for equipment not returned, physically damaged, or cosmetically damaged. Fees for repair will be the responsibility of the student/staff. All equipment issues **MUST** be reported to the district technology department. A mandatory fee of \$25 will be assessed for all broken screens. If equipment is stolen, or destroyed a \$250 deductible is required before equipment can be re-issued.

**III. Acceptable Use**

The purpose of technology at Flandreau Public is to improve communication, enhance thinking skills, make instruction more efficient and effective, and develop life skills critical in a global society. The Flandreau Network may be used only as a tool to support and advance the functions of the district as well as its curriculum and educational programs. Access to the Flandreau School District’s Network is a privilege and not a right. Users of the Network are responsible for their behavior and communications over the Network and access to Network services will be provided only to those staff and students who agree to act in a considerate and responsible manner and in accordance with the Flandreau School District’s AUP.

Students may use the Network only in support of educational activities consistent with the educational objectives of the Flandreau School District. Faculty and staff may use the Network primarily in support of education and research consistent with the educational objectives of Flandreau School District. Faculty and staff may access the Network for limited personal use but not for any commercial or business use; however, such personal use may not violate any applicable rules and regulations or applicable administrative procedures or interfere with job performance. Use of the Network must be in compliance with applicable laws, including all copyright laws and all materials on the Network should be presumed to be copyrighted.

All members of the staff who wish to use the Network must sign this AUP whenever requested by the Flandreau School District, to confirm that the staff person has read and understands this policy and agrees to abide by it. Each student must sign this AUP annually to confirm that the student has read and understands this policy and agrees to abide by it. Students who are under 18 must have their parents or guardians sign this AUP and submit it to the Flandreau School District.

**IV. Prohibited Use**

The Flandreau School District reserves the absolute right to define prohibited use of the Network, adopt rules and regulations applicable to Network use, determine whether an activity constitutes a prohibited use of the Network, and determine the consequence of such inappropriate use. Prohibited use includes but is not limited to the following:

- A. Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, materials that encourage others to violate the law, confidential information or copyrighted materials.
- B. Criminal activities that can be punished under law. Including but not limited to selling or purchasing illegal items or substances.
- C. The unauthorized collection of email addresses (“harvesting”) of e-mail addresses from the Global Address List and other District directories.
- D. Obtaining and/or using anonymous email sites; spamming; spreading viruses.
- E. Circumvention of the Flandreau School District’s Technology Protection Measure/filter to access blocked sites.
- F. Disclosure of minors’ personal information without proper authorization.
- G. Students’ disclosure of personal information such as the student’s name, address, phone number, password or social security number, to other users when engaging in online activities including but not limited to chat rooms, email, social networking web sites
- H. Causing harm to others or damage to their property, such as:
  - 1. Using profane, abusive, vulgar, or impolite language.
  - 2. Threatening, harassing, bullying or making damaging or false statements about others.
  - 3. Accessing, transmitting, or downloading offensive, harassing, or disparaging materials; **(see Cyber-bully policy in student handbook)**
  - 4. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email.
  - 5. Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance.
  - 6. Using any District computer to pursue “hacking,” internal or external to the Flandreau School District, or attempting to access information protected by privacy laws.
  - 7. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
- I. Engaging in uses that jeopardize access or lead to unauthorized access into others’ accounts or other computer networks, such as:
  - 1. Using another’s account password(s) or identifier(s).
  - 2. Interfering with other users' ability to access their account(s).
  - 3. Disclosing your own or anyone’s password to others or allowing them to use your or another’s account(s).
- J. Using the network or Internet for commercial purposes:
  - 1. Using the Internet for personal advertising, promotion, or financial gain.
  - 2. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

**V. Off-Premise Use of Network**

Students under the age of 18 should only access Flandreau School District-assigned email accounts and/or other Network components (including, but not limited to, laptops, tablets and e-readers) off of Flandreau School District premises 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 off-premise use of the Network and ensuring such use complies with this AUP.**

**VI. Disclaimer**

The Flandreau School 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 Flandreau School District’s network are to be borne by the user. The Flandreau School 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.

**VII. Enforcement**

Prohibited use of the Network may, for students, result in disciplinary action up to and including suspension or expulsion from school or, for employees, suspension or termination of employment. Where circumstances warrant, prohibited use of the Network may be referred to law enforcement authorities.

When a school administrator has a reasonable belief that a student has violated a school rule, policy or the law, and there are facts and inferences that would cause a reasonable person to suspect that a search of the student’s personal technology device(s) will reveal evidence of a violation of said school rule, policy or the law, the administrator shall have the authority to search such device, provided that the scope of the search relates to the suspected violation giving rise to the reasonable suspicion.

I understand and will abide by the **Flandreau Public School District Laptop Policy** and the above **Technology Use Agreement**. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

User Name: \_\_\_\_\_ User Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Parent/Guardian:** As the parent/guardian of this student, I have read the **FPS Laptop Policy** and **Technology Use Agreement** and understand this access is designed for educational purposes. The school district has taken precautions to eliminate access to inappropriate material, but recognizing the task of restriction, I do not hold them responsible for materials acquired on the network. I hereby give permission to issue laptop and network access to this student.

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