**Benton County School District**

**Computer Acceptable Use Policy**

The Benton County School District (BCSD) offers currently enrolled students, faculty and staff access to the school computer network through computer labs, networked and stand-alone computers. District technology equipment is provided for use in fulfilling curriculum objectives and quality enrichment activities. Personal electronic devices are not to be connected to the District network.  This includes, but is not limited to personal computers, laptops, tablets, smart phones, and MP3 Players.

The BCSD is in compliance with the Children’s Internet Protection Act (CIPA) and will comply with any additional state and federal regulations that pertain to technology use within the district and through use of the BCSD network infrastructure and servers that is forthcoming from the local, state and federal regulatory agencies.

The Children’s Internet Protection Act (CIPA) is a federal law enacted by Congress to address concerns about access in schools and libraries to the Internet and other information. Among many other things, it calls for schools and libraries to have in place appropriate electronic filters to prevent children and adults from accessing and viewing inappropriate Internet content. For any school or library that receives discounts for Internet access or for internal connections, CIPA imposes certain requirements. The BCSD receives these discounts for Internet Access through the E-Rate program and is therefore must be in compliance with CIPA.

**COMPUTER NETWORK AND INTERNET USE RULES**

Students and school personnel are responsible for good behavior on the school computer networks just as they are in a classroom or in a school hallway. Communications on the network are often public in nature. General school rules for behavior and communications apply. Within reason, freedom of speech and access to information will be honored.

In compliance with CIPA 2008 updates, all students (K-12) will be educated about appropriate online behavior, including interacting with other individuals on social networking websites, in chat rooms and in cyberbullying awareness and response. When using the Internet, all students will be closely monitored to prevent students from accidentally or otherwise accessing inappropriate material.

Computer access is a privilege, not a right, and is provided for students and staff to conduct research, fulfill course requirements, and communicate with others when appropriate or authorized. Access to network services is given to students and staff who agree to act in a considerate and responsible manner. Signed parental permission is required for all students. All faculty and staff using the district’s Internet access must sign a written contract.

Network administrators may review network storage files and communications to maintain system integrity and ensure that users are using the system responsibility. While user files will not be examined without good cause, users should not expect that files stored on school computers will always be private. The BCSD will fully cooperate with local, state or federal officials in any investigation related to illegal activities conducted through any BCSD Internet account.

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

* Be polite. Do not be abusive or be “bullying” in your messages to others.
* Use appropriate language.
* Do not assume that email is secure and/or confidential. Never send anything that you would hesitate to have viewed by others.
* Respect other people’s privacy regarding mail and files. Do not reveal personal address or phone numbers, or those of students or colleagues.
* Keep paragraphs short and to the point. Be mindful of spelling.
* Check email regularly and delete unwanted messages as quickly as possible.

**Google Apps for Education Acceptable Use**

Google Apps for Education is primarily for educational use. Students may use Google Apps for Education for personal use subject that may apply.

**Privacy**

School staff and administrators have access to student email for monitoring purposes. Students should have no expectation of privacy on the Google Apps for Education System.

Limited personal use – Students may use Google Apps for Education for personal projects but may not use them for:

* Unlawful activities
* Inappropriate sexual or other offensive content
* Threatening another person
* Misrepresentation of BCSD, staff or students

**Safety**

* Students will tell their teachers or other school employee about any message they receive that is inappropriate or makes them feel uncomfortable.
* Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account.
* Under no conditions should a user provide his or her password to another person.

**Access Restriction – Due Process**

Access to Google Apps for Education is considered a privilege accorded to the discretion of the BCSD. BCSD maintains the right to immediately withdraw access and use of Google Apps for Education when there is reason to believe that violations of law or school policies have occurred. In such cases, the alleged violation will be referred to the Head of School for further investigation and account restoration, suspension, or termination. As a party of the Agreement with Google, BCSD also reserves the right to immediately suspend any user’s account suspected of inappropriate use. Pending review, a user account may be terminated as part of such action.

Due to the rapidly changing technology environment, BCSD reserves the right to determine if an action not listed in this document is inappropriate, and the students may be subject to discipline.

**DISTRICT PROVIDED LAPTOP, TABLET, OR OTHER PERSONAL COMPUTING DEVICE POLICY**

**TERMS:** All users of district provided laptops, tablets, or other personal computing devices will comply at all times with the Benton County School District (BCSD) Technology Handbook policies. Any failure to comply may result in termination of user rights of possession effective immediately and the District may repossess the device. Any lost, stolen and damaged devices must be reported to school authorities immediately.

**TITLE:** The District has legal title to the property at all times. The user’s right of possession and use is limited to and conditioned upon full and complete compliance with this agreement, the BCSD Technology Handbook policies, and all District policies and procedures.

**LOSS, THEFT OR FULL DAMAGE**: If a device is stolen, the employee or parent/guardian (in the case of a student) should immediately notify the school administration. At that time, the user or the parent/guardian will be required to file a police report. Once a police report has been filed, the district, in conjunction with the local law enforcement agency may deploy locating software to aid authorities in recovering the device. It is imperative that a lost or stolen device be reported immediately. If the stolen device is not reported within five (5) calendar days to a district school administrator, the employee or parent/guardian will be responsible for full replacement cost. If a device is lost or damaged as a result of irresponsible behavior, the user or the parent may be responsible for the full replacement cost. The user or the parent/guardian will be responsible for full replacement cost of the device if not reported to district personnel within calendar five (5) days of missing or damaged device. In the event that a device is damaged, lost or stolen, the user will be assessed a deductible for the repair or replacement of the device for the first occurrence per device. Replacement cost will be determined by the current valve of the device or a comparable device. Students or employees who leave the district during the school year must return all devices and additional accessories to the school administrator.

**NETWORK SECURITY – CIPA COMPLIANCE**

Users have the responsibility to use computer and network resources for academic purposes only. Therefore, as mandated by CIPA, filtering and monitoring will be utilized on all computers accessing the Internet. Free email sites are blocked for all users. Faculty and staff must use District provided email and students will have access to Gaggle email. The District is required by the State to archive (keep on file) all email going in and out. This is due to past litigations involving email and requirements for the District to produce email copies when requested by the courts.

Activities using the computer network in violation of Local, State, Federal or BCSD policies are strictly forbidden.

Students will not respond to unsolicited online contacts or reveal personal identifiable information over the network unless it meets District-approval (examples: ACT Registration, Scholarships or College Applications). This includes information about themselves as well as information about anyone else.

BCSD staff is prohibited from disclosing personal information about students on websites. Although teachers and other district personnel may reveal personal information about themselves over the network, they are strictly forbidden to disseminate any student information electronically to any source that has not met district approval. Information that is considered personal includes but is not limited to the following: student’s full name, home address, Social Security number, personal telephone numbers, and any information relating to their health.

Because there are additional prohibitions with which users must comply, non-compliance with these regulations will result in disciplinary and/or legal actions taken by the BCSD authorities if deemed necessary.

There is absolutely no expectation of privacy on the BCSD network. Activities at any workstation or transmission and receipt of data can be monitored at anytime both electronically or by staff members. This includes the transmission and receipt of email, email attachments, Web browsing and any other use of the network.

Prohibited activities include, but are not limited to the following:

* Using the network to transmit, or retransmit copyrighted material (including plagiarism).
* Accessing, transmitting, or retransmitting threatening, harassing, bullying (cyberbullying) obscene and pornographic or trade secret material or any material deemed harmful to minors.
* Using the network to access, transmit or retransmit language that can be considered defamatory, abusive or offensive.
* Using social networking sites, chatting, or blogging unless associated with a specific curriculum related activity.
* Users of the BCSD network are forbidden to access, transmit, or retransmit information that could cause danger or disruption, engage them in personal, prejudicial or discriminatory attacks or that harasses or causes distress to another person.
* Users of the district network are forbidden to access transmit, or retransmit material that promotes violence or the destruction of persons or property by any device including but not limited to firearms, explosives, fireworks, smoke bombs, incendiary devices or other similar material.
* All users agree to report any accidental access of any of the aforementioned material to the appropriate school authority so that the district can take steps to prevent similar future access.
* Using the network to download, upload or store large files such as music and video that are not directly related to projects or activities that are a part of the school curriculum.
* The use of flash (thumb) drives is limited to data storage only.
* No executable files of any type may be transferred to district property.
* Re-sending email chain letters or engaging in any spamming activities where bulk mailings of unsolicited email are sent.
* Damaging computers, computer systems, or computer networks (hardware or software). If a student maliciously damages BCSD technical equipment in such a way that requires service or repairs, the parent/guardian of the student is responsible for providing all expenses incurred for those services, grades K-12.
* Deliberate or careless action that damages the computer’s configuration or limits the computer’s usefulness to others.
* Downloading unauthorized software on school computers/networks. This includes students, teachers, staff and administrators. All software installed on district computers must be installed by the Technology Department and only after the proper licenses or authorizations for use have been acquired and verified.
* Creating, uploading, or transmitting computer viruses, worms or other disruptive software code.
* Making any attempt to defeat computer or network security on the district network or any other client, server, or network on the Internet. Hacking or attempting to gain access to unauthorized areas of the district network or the Internet is prohibited.
* Invading the privacy of other individuals. Using another person’s password or account or providing his/her password to another person. Trespassing in another’s folder, work or files, in the attempt to use others’ work to “cheat” on assignments, tests, or any class work.
* Intentionally wasting limited resources.
* Using the network or school computer for unauthorized commercial, private, personal purposes or political lobbying.
* Any activity harmful to or reflecting negatively on the BCSD community.

**CONSEQUENCES OF POLICY NON-COMPLIANCE**

Violation of this AUP (Acceptable Use Policy) may result in the denial, suspension or cancellation of the users’ privileges as well as other disciplinary and/or legal action deemed appropriate and imposed by the school administration, district administration and/or local, state or federal law enforcement officials. Other action not specified above may include but are not limited to monetary restitution, school suspension or expulsion, detention or any other action deemed appropriate by the administrative authorities.

In grades K-12, students in computer-based classes may be removed from the course for the duration of the semester or school year if found by administration to be intentionally in violation of the Acceptable Use Policy. Reinstatement procedures will be individually addressed.

Any disciplinary action that is a result of an alleged violation of this policy can be appealed through the normal channels provided by the disciplinary policy of the BCSD.

Signatures at the end of this document are legally binding and indicate the parties who have signed have read the terms and conditions carefully and understand their significance.

**TERMS AND CONDITIONS FOR USE OF THE BCSD NETWORK.**

All users of the BCSD’s network and Internet access are required to adhere to the district’s Internet Acceptable Use Policy (AUP). The policy describes in detail the purpose of the district’s network and the rules governing its use. If a parent does not want their child to have access to the Internet or Internet services provided by the district, they must obtain and complete a Refusal Form and return to your child’s Principal. This form will have to be completed each school year. Please realize that this action will make enrollment in certain classes impossible.

All users and the parents of all student users are required by the BCSD AUP to sign a contract stating that they will abide by the policy while using the district’s computer network resources.

All users, including faculty and staff, must be aware that misuse of the network facilities could result in disciplinary action by the BCSD officials including termination of employment or legal action by local, state and/or federal law enforcement officials.

 It is, therefore, incumbent upon all who sign the Internet Use Contract to carefully read the district AUP and understand what is expected and the penalty for non-compliance.

**Terms and Conditions for Use of the**

**Benton County School District Network**

Please read the following carefully before signing the attached contract. The contract is a legally binding document.

All users of the Benton County School District’s network and Internet access are required to adhere to the district’s Internet Acceptable Use Policy (AUP). The attached policy describes in detail the purpose of the district’s network and the rules governing its use. All users **(Grades K-12)** and the parents of **all** student users are required by the Benton County School District AUP to sign a contract stating that they will abide by the policy while using the district’s computer network resources.

All users, including faculty and staff, must be aware that misuse of the network facilities could result in disciplinary action by the Benton County School District officials including termination of employment or legal action by local, state and/or federal law enforcement officials. It is, therefore, incumbent upon all who sign the Internet Use Contract to carefully read the district AUP and understand what is expected and the penalty for non-compliance.

**STUDENT INTERNET USE CONTRACT**

**Grades K – 12**

(This is a legally binding document)

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Grade Level: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STUDENT CONTRACT AGREEMENT**

Carefully read the attached Benton County School District Acceptable Use Policy (IFBG). If you have any questions as to what will be expected of you when you are using the district’s Internet access or school network or computer equipment, ask a teacher, your librarian or someone in the office to help you with anything you do not understand.

When you feel that you understand the rules, sign the contract below so that you will be able to access the school’s network and utilize the available technology.

**CONTRACT**

I have read the Benton County School District Acceptable Use Policy (IFBG). I understand the rules that I am to follow while using the Internet at school.

I understand that if I break the rules, I will be punished based on the type of rule I break. If I break a rule, the punishment will be determined by Benton County administration or faculty. If I break a law, however, I understand that the courts and law enforcement officials who enforce the law that I break will determine the punishment I receive.

Student’s Name (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **INTERNET USE PARENT OR GUARDIAN SIGNATURE FORM**

**Grades K - 12**

(This is a legally binding document)

Student’s Full Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Grade Level: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As the parent or guardian of this student I have read the Acceptable Use Policy of the Benton County School District (IFBG) and understand the rules and regulations that my child is to follow while using the Internet and/or school network while at school. I understand that the school’s Internet access is available for educational purposes only and have discussed the proper use of the Internet at school with my child.

I understand that if my child breaks the rules, he/she will be punished based on the type of rule broken just as it is with any other school activity. If he/she breaks a rule made by the Benton County School District, the punishment will be determined by the building Principal or the Assistant Principal. If he/she breaks a law, however, I understand that the courts and law enforcement officials who enforce the broken law will determine the punishment received by my child.

I understand that the Benton County School District has taken available electronic precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and will not hold them responsible for materials this student may acquire on the network. Further, I accept full responsibility for supervision of my child’s Internet if and when my child’s use is not in a school setting. Further, I accept responsibility for any/all expenses for any damages on the network caused by my child. I hereby certify that the information that I have entered onto this form is correct.

**Initial One:**

My child has my permission to use the Benton County School District’s network to access the Internet \_\_\_\_\_

My child **DOES NOT** have my permission to use the Benton County School District’s network to access the Internet and I DO NOT want Internet services or any other computer or computer service available to my child. I realize that this will make enrollment in certain classes impossible. \_\_\_\_\_

Parent or Guardian (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STAFF INTERNET USE CONTRACT**

(This is a legally binding document)

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STAFF CONTRACT AGREEMENT**

Carefully read the attached Benton County School District Acceptable Use Policy (IFBG). If you have any questions as to what will be expected of you when you are using the district’s Internet access or school network or computer equipment, ask your librarian, a technology department person, your supervisor or someone in the office to help you with anything you do not understand.

When you feel that you understand the rules, sign the contract below so that you will be able to access the school’s network and utilize the available technology.

**CONTRACT**

I have read the Benton County School District Acceptable Use Policy (IFBG). I understand the rules that I am to follow while using the Internet or the technology equipment owned by the Benton County School District. I understand that the equipment in my classroom/office belongs to the Benton County School District, not to me. Its use is, therefore, governed entirely by the policies and regulations of the Benton County School District

I understand that if I violate district regulations regarding the use of its equipment, I will be subject to disciplinary action by the Benton County School District, which includes suspension as well as employment termination. The disciplinary action will be based on the type and severity of the violation. I further understand that if I break a law while using the Benton County School District facilities, the courts and law enforcement officials will determine the disciplinary action that I receive.

Staff Member’s Name (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Member’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OATH OF CONFIDENTIALITY AND**

**NON-DISCLOSURE OF RELEASED INFORMATION**

I understand that the data maintained by the Mississippi Student Information Manager (MSIS) is sensitive and confidential. I acknowledge the access to and release of MSIS information is governed by the Family Educational Rights and Privacy Act of 1974 and Section 37-15-1, *et seq.* of the Mississippi Code of 1972, Annotated, as amended. I further acknowledge that this data may only be accessed and used for legitimate educational interests **and is sensitive, confidential, and not subject to disclosure**.

I agree that I shall not release MSIS data unless authorized to do so according to applicable laws, rules and regulations, neither shall I access nor use the information contained therein except for legitimate educational interests.

**I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to disciplinary action including termination and/or criminal and civil penalties imposed by law.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_