CARDINALNET ACCEPTABLE USE POLICY (AUP)

The Treynor Community School District (TCSD) has actively pursued advanced technology and increased awareness of learning opportunities to promote educational excellence. We offer an exciting opportunity to expand learning access and worldwide communication through the local area network and Internet (collectively called "CardinalNet") for our students and staff.

The information super highway is a reality that has greatly impacted the world of business and education. From school, any student or teacher can travel all over the world to gather information. As more people travel this electronic highway, maps to find information and rules to keep traveling safely become vital to successfully completing the journey.

This educational opportunity also entails a certain amount of responsibility. It is important that employees, students, and parents/guardians read and understand the CardinalNet AUP as defined by the Treynor Community School District.

When access to CardinalNet is granted, it is extremely important that rules be followed. Unethical and unacceptable behavior is just cause for taking disciplinary action. Misbehavior could result in temporary or permanent loss of access to CardinalNet. Violations may result in disciplinary action up to and including suspension/expulsion for students. When applicable, law enforcement agencies may be involved.

Users are responsible for good behavior on school computer networks just as they are in a classroom or a school hallway. Communications on the network are often public in nature. General school rules for behavior and communications apply.

Access to CardinalNet is provided to users who agree to act in a considerate and responsible manner. Access is a privilege, not a right, and entails responsibility. To gain access to CardinalNet, all users must sign and return the Access Release and Authorization Form.

Individual users of CardinalNet are responsible for their behavior and communications over those networks. It is presumed that users will comply with district standards and will honor the agreement. Because CardinalNet is used as part of a school district, the code of conduct for the Treynor Community School District applies to network activities.

Network storage areas are treated like school lockers. The Treynor Community School District reserves the right to review, monitor, and restrict information stored on or transmitted via TCSD- owned or leased equipment and to investigate suspected inappropriate use of resources.

Approved	07/20/99	Reviewed _	04/12/05	Revised <u>05/14/12</u>
				01/08/18
				03/13/23

CARDINALNET PROVISIONS

Prohibited activities include, but are not limited to:

- 1. Using CardinalNet for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Inappropriate use shall be defined as a violation of the intended uses of the network, and/or purpose and goal.
- 2. Accessing, downloading and/or transmitting materials that are sexually explicit, obscene, offensive, threatening, or otherwise intended to harass or demean others. This includes the use of profanity or other language that may be offensive to another. TCSD administration invokes its discretionary right to determine such suitability.
- 3. Transferring files or any software to or from a school computer without prior approval from an authorized staff member. This includes the downloading or copying information onto disks, hard drives or any other storage device.
- 4. The sharing of user accounts or passwords, or leaving a computer logged in and unattended. If others gain access to your user account, you are responsible for any misconduct in which they may engage.
- 5. Using an account owned by another user.
- 6. Gaining unauthorized access to others' files or vandalizing the data of another user.
- 7. Attempting to gain unauthorized access to any resource including, but not limited to, password protected areas or network administration software.
- 8. Forging electronic mail messages and/or anonymous communications.
- 9. Taking the writings or literary ideas of another (i.e., plagiarism) and selling and/or publishing them as one's own writing. Brief quotes or use of cited sources do not constitute plagiarism.
- 10. Installing or transmitting illegally any copyrighted materials.
- 11. Copying materials or programs in violation of copyright laws, which includes decompiling programs or changing icons.
- 12. Stealing data, equipment or intellectual property.
- 13. Intentionally degrading or disrupting equipment or system performance and/or overloading (crashing) the network and connected computers (examples include, but are not limited to, denial of service attacks a.k.a. DOS).
- 14. Vandalism is not permitted and will be strictly disciplined. Vandalism is defined as any attempt to harm or destroy computer equipment as well as the data of another user or of another agency or network that is connected to the Internet. Vandalism includes, but is not limited to, the uploading, downloading, or creation of computer viruses, or programs that infiltrate computer systems and/or damage software components.
- 15. Attempting to circumvent the file protection system, disconnecting cables, erasing applications, and changing configuration on any school computer.
- 16. Sharing personal information, except in an instructional context or in the performance of business of the Treynor Community School District.
- 17. Using CardinalNet for financial gain or for any commercial or illegal use.
- 18. Making personal purchases or unauthorized orders using the TCSD name.
- 19. Possession of any data which might be considered a violation of these rules in paper, magnetic (disk) or any other form is not allowed.
- 20. Security violations must be reported to the principal or appropriate staff member immediately. You agree to inform a teacher immediately if you
 - Accidentally enter an Internet site that is inappropriate, as defined by this AUP.
 - Accidentally change the configurations on any computer.
 - Receive a message which makes you uncomfortable or is offensive and you will not delete the message until a teacher has seen it so it can be used to trace the sender.
- 21. Internet Safety
 - O Students shall not post personal contact information on the internet with their school computer. This includes name, age, gender, home address, and telephone number.

- Students shall not share personal photos, personal videos, or photos/videos of others.
- 22. Students should inform district personnel of any threatening, derogatory, or obscene communication immediately.
- 23. The Board of Education expressly forbids cyber-bullying. For the purposes of this policy, "cyber-bullying" shall mean using the communication capacities of computers, the Internet and/or other digital communication devices to bully others by:
 - Sending or posting cruel messages or images;
 - Threatening others;
 - o Excluding or attempting to exclude others from activities or organizations;
 - O Starting or passing on rumors about others or the school system;
 - Harassing or intimidating others;
 - Sending angry, rude or vulgar messages directed at a person or persons privately or to an online group;
 - O Sending or posting harmful, untrue or cruel statements about a person to others;
 - O Pretending to be someone else and sending or posting material that makes that person look bad or places that person in potential danger;
 - Sending or posting material about a person that contains sensitive, private or embarrassing information, including forwarding private messages or images; and/or,
 - o Engaging in tricks to solicit embarrassing information that is then made public.
 - Students found to be engaging in activities as described above shall be subject to
 the terms and sanctions found in this policy as well as the Board of Education
 Policy104 –Anti-Bullying/ Harassment Policy.
 - Any personal electronic devices of any student suspected of violation of the above policy will be confiscated for investigation and may be turned over to law enforcement.
- 24. Email use is only permitted with a school-issued email, unless permission is granted from Technology Department. I understand that district-issued email is archived indefinitely and can be reviewed for misuse or content at any time. When given an email account, I agree that I will not:
 - Send electronic mail inappropriate for educational purposes,
 - Subscribe to inappropriate newsgroups,
 - Harass other users,
 - Use inappropriate language,
 - Reveal personal information about myself or another person,
 - Use email for commercial, political or advertising purposes,
 - Use email to forward mass emails, or
 - Allow others to use my email account, name, or password.
- 25. With the implementation of Google Tools, Google's Acceptable Use Policy must also be adopted and adhered to. Their policy states: You agree not to, and not to allow third parties or Your End Users, to use the Services:
 - o to generate or facilitate unsolicited bulk commercial email;
 - to violate, or encourage the violation of, the legal rights of others;
 - o for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
 - o to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 - o to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;

- o to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- o to use the Services, or a component of the Services, in a manner not authorized by Google.
- 26. Unauthorized Costs- If a student gains access to any service via the Internet which has a cost involved or if a student incurs other types of costs, the student accessing such a service will be responsible for those costs.
- 27. In summary, the network should only be used for educational purposes as approved by school personnel.

REMEDIES AND RECOURSES

If privileges are revoked during a class project, the student is responsible for completing the project outside of the school facilities or will receive a zero for the project, at the teacher's discretion.

If you are accused of any of the violations, you have all of the rights and privileges provided in the school policy for other violations. Violations of this AUP are subject to the disciplinary actions found under the "Technology Code of Conduct" in the handbook.

The District has the right to restrict or terminate network or Internet access at any time for any reason. The District further has the right to monitor network and Internet activity in any form that it sees fit to maintain the integrity of CardinalNet.

TREYNOR COMMUNITY SCHOOL DISTRICT Access Release and Authorization Form

Further, I have been advised that the District does not have control of all of the information on the Internet, although it attempts to provide prudent and available barriers. While the intent of the Treynor Community School District is to make Internet access available to further its educational goals and objectives, account holders will have the ability to access other materials as well. The District believes that the benefits of Internet access to educators and students, in the form of information resources and opportunities for collaboration, far exceed any disadvantages of access. But ultimately, the parent(s) or guardian(s) of minors is/are responsible for setting and conveying the standards that their children should follow.

Form is effective until I leave the Treynor Community School District. Any violation of the AUP may

result in the loss of CardinalNet access privileges and/or legal action.

It is further understood that access to CardinalNet is to support the District's educational responsibilities and missions. The specific conditions and services being offered will change from time to time. In addition, the Treynor Community School District makes no warranties with respect to CardinalNet and it specifically assumes no responsibilities for:

- 1. The content of any advice or information received from a source outside the District, or any costs or charges incurred as a result of seeing or accepting such advice;
- 2. Any costs, liability or damages caused by the way the student chooses to use his/her Network access;
- 3. Any consequences of service interruptions or changes, even if these disruptions arise from circumstances under the control of the TCSD.

I understand and accept the conditions stated and agree to hold harmless, and release from liability, the school and school district.

Student Signature	Date
Parent/Guardian Signature	Date
Employee Signature	Date