



NEW HAVEN PUBLIC SCHOOLS

Technology Acceptable Use Policy

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Instruction

Computers: Acceptable Use of the Internet, Other Computer Networks and Internet Safety

The School District is pleased to make access to interconnected computer systems within the District and the Internet available to students, the worldwide network that provides various means of accessing significant educational materials and opportunities.

In order for the school district to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the school's teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Below is the Acceptable Use and Internet Safety Policy (“policy”) of the school district. Upon reviewing, signing, and returning this policy as the students have been directed, each student will be given the opportunity to enjoy Internet access at school and is agreeing to follow the policy. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the policy. The school district cannot provide access to any student who, if 18 or older, fails to sign and submit the policy to the school as directed or, if under 18, does not return the policy as directed with the signatures of the student and his/her parents or guardians.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the person that your school has designated as the one to whom you can direct your questions. If any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he or she may be subject to additional disciplinary action.

Personal Responsibility

By signing this policy, you are agreeing not only to follow the rules in this policy at any time you are in a school building, on a district-provided device or accessing the district network, but are agreeing to report any misuse of the network to the person designated by the school for such reporting. Misuse means any violations of this policy or any other use that is not included in the policy, but has the effect of harming another or his or her property.

Term of the Permitted Use

A student who submits to the school, as directed, a properly signed policy and follows the policy to which she or he has agreed will have computer network and Internet access during the course of the school year only. Students will be asked to sign a new policy each year during which they are students in the school district before they are given an access account.

Acceptable Uses

1. ***Educational Purposes Only.*** The school district is providing access to its computer networks, devices, and the Internet for only educational purposes. If you have any doubt about whether a contemplated activity is educational, you may consult with the person(s) designated by the school to help you decide if a use is appropriate.
2. ***Unacceptable Uses of Network.*** Among the uses that are considered unacceptable and which constitute a violation of this policy are the following:
 - A. Uses that violate the law or encourage others to violate the law. Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the school district's student discipline policy; view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or devices of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
 - B. Uses that cause harm to others or damage to their property. For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "trojan horse," "time bomb," or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other devices, networks, or information systems.
 - C. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet. For example, don't disclose or share your password with others; don't impersonate another user.
 - D. Uses not sanctioned by the district or school that are commercial in nature. You should not give others private information about you or others, including credit card numbers and social security numbers.

3. **Netiquette.** All users must abide by rules of network etiquette, which include the following:
 - A. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
 - B. Avoid language and uses which may be offensive to other users. Do not make, distribute, or redistribute jokes, stories, or other material which are personal in nature or based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
 - C. Don't assume that a sender of email is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her email address to third parties. This should only be done with permission or when you know that the individual would have no objection.
 - D. Be considerate when sending attachments with email (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format which the recipient can open.

Internet Safety

1. **General Warning; Individual Responsibility of Parents and Users.** All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged students. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guides of materials to avoid. If a student finds that other users are visiting offensive or harmful sites, he or she should report it immediately to school or district personnel.
2. **Personal Safety.** Be safe and cyber-aware. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you “meet” on the computer network or Internet without your parent's permission (if you are under 18). Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.
3. **“Hacking” and Other Illegal Activities.** It is a violation of this policy to use the school's computer network, devices or the Internet to gain unauthorized access to other devices, computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

4. **Confidentiality of Student Information.** Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.
5. **Active Restriction Measures.** The school, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The school will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material which is inappropriate for minors.

Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 18 and older.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that:

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- 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;
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Privacy

Network and Internet access is provided as a tool for your education. The school district reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. Files stored on district-managed networks or cloud-based environments and apps (e.g., Google Classroom) are the property of the school district and, as such, may be inspected at any time and should not be considered private.

Failure To Follow Policy

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this policy, shall at a minimum, have his or her access to the computer network and Internet terminated, which the school district may refuse to reinstate for the remainder of the student's enrollment in the school district. A user violates this policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The school district may also take other disciplinary action in such circumstances.

Warranties/Indemnification

The school district makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks, devices, and the Internet provided under this policy. It shall not be responsible for any claims, losses, damages, or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user's use of its computer networks, devices, or the Internet under this policy. By signing this policy, users are taking full responsibility for his or her use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the school, the school district, the Data Acquisition Site that provides the computer and Internet access opportunity to the school district and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from the user's access to its computer network, devices, and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with the school in the event of the school's initiating an investigation of a user's use of his or her access to its computer network, devices, and the Internet, whether that use is on a school computer/device or on another computer/device outside the school district's network.

Updates

Users, and if appropriate, the user's parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new policy, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new policy must be signed if the user wishes to continue to receive service. If after you have provided your account information, some or all of the information changes, you must notify the person designated by the school to receive such information.

Legal Reference: Connecticut General Statutes

1-19(b)(11) Access to public records. Exempt records.

10-15b Access of parent or guardians to student's records.

10-209 Records not to be public.

11-8a Retention, destruction and transfer of documents

11-8b Transfer or disposal of public records. State Library Board to adopt regulations.

46b-56 (e) Access to Records of Minors.

Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of PL 93-568, codified at 20 U.S.C. 1232g.).

Dept. of Education. 34 CFR. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Education Provisions Act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96.

Children's Internet Protection Act of 2000 (HR 4577, P.L.106-554)

Communications Act of 1934, as amended (47 U.S.C. 254[h],[I])

Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)

Public Law 94-553, The Copyright Act of 1976, 17 U.S.C. 101 et. seq.

Reno v. ACLU, 521 U.S. 844 (1997)

Ginsberg v. New York, 390 U.S. 629, at 642, n.10 (1968)

Board of Education v. Pico, 457 U.S. 868 (1988)

Hazelwood School District v. Kuhlmeier, 484 U.S. 620, 267 (1988)

Appendices

Appendix A: Code of Conduct for Internet and Other Computer Network Access

The purpose of providing Internet and other computer network access in this district is to promote the exchange of information and ideas with the global community. The following represents a guide to the acceptable use of the technology provided by this district. All network use must be consistent with the policies and goals of this school district. Inappropriate use of district technology will result in the loss of technology use, disciplinary action, and/or referral to legal authorities.

All Internet and other computer network users will be expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the school district's student discipline policy; view, transmit or download inappropriate or illegal materials or materials that encourage others to violate the law; intrude into the networks or devices computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
2. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language. Avoid language and uses which may be offensive to other users. Do not make, distribute, or redistribute jokes, stories, or other material which are personal in nature or are based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Do not send messages that contain false, malicious, or misleading information which may be injurious to a person or a person's property.
4. Protect password confidentiality. Passwords are not to be shared with others. Using another user's account or password or allowing such access by another may be permitted only with the approval of the supervising teacher or system administrator.
5. Do not reveal your personal address or telephone number or those of other persons. No student information protected by FERPA should be electronically transmitted or otherwise disseminated through the network. Do not assume that a sender of email is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her email address to third parties. This should only be done with permission or when you know that the individual would have no objection.
6. Do not disguise the point of origin or transmission of electronic mail.
7. Illegal activities are strictly prohibited Do not use the computer network, devices or the Internet to gain unauthorized access to other devices, computers or computer systems, or to attempt to gain such unauthorized access (i.e. "hacking"). Any use which violates state

or federal law relating to copyright, trade secrets, the distribution of obscene or inappropriate materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

8. The district technology is not to be used for playing multi-user or other network intensive games, commercial ventures, Internet relay chat lines, or downloading excessively large files.
9. No charge for services, products or information are to be incurred without appropriate permission. You should not give others private information about you or others, including credit card numbers and social security numbers.
10. Do not use the network in such a way that you would disrupt the use of the network by other users.
11. Users shall respect the privacy of others and not read the mail or files of others without their permission. Copyright and licensing laws will not be intentionally violated.
12. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any other agencies or other networks which may be accessed. This includes, but is not limited to, the uploading or creation of computer viruses.
13. Report security problems to the supervising teacher or system administrator.
14. Violators of this policy shall hold the district, including its employees and agents, harmless against any and all causes of action, damages, or other liability resulting from the willful or negligent violation of this policy.

Appendix B, Part 1: Letter to Parents



New Haven, Connecticut

8/1/20

Dear Parents/Guardians:

New Haven Public Schools offers students access to computer service networks, devices, and the Internet such as electronic mail and the Internet in accordance with the Board Acceptable Use and Internet Safety Policy and the Code of Conduct for Internet and Other Computer Network Access (attached).

The Board of Education supports and respects each family's right to decide whether or not to allow their child(ren) to access the Internet. Please take the time to sit down with your child(ren) to read and discuss the *Rules and Codes of Ethics for School Computer Users*. Then, sign and return the statement(s) provided as soon as possible.

Rules and Codes of Ethics for School Computer Users

Internet access is provided for students to conduct research and communicate with others in relation to school work. Access to network services is given to students who agree to act in a considerate and responsible manner. Parent permission is required. Access is a privilege, not a right. Therefore, based upon the Acceptable Use Policy outlined in this document, the system administrators will deem what is inappropriate use. Decisions are final. The system administrators may deny, revoke, or suspend specific user access at any time.

Individual users are responsible for their use of the network. District guidelines are as follows:

- Student users, before accessing the Internet, must always get permission and follow instructions.
- Student users must sign in each time they use the network.
- Student users must be supervised when accessing the Internet.
- Student users will only use computer resources for educational purposes and in compliance with instructional activities.
- Student users will comply with the Code of Conduct for Internet and Other Computer Network Access at all times.

Please sign the attached Internet Access Conduct Agreement verifying your acceptance of these rules and Policy.

Appendix B, Part 2: Internet Access Conduct Agreement

Every student, regardless of age, must read and sign below:

I have read, understand, and agree to abide by the terms of the foregoing Acceptable Use and Internet Safety Policy. Should I commit any violation or in any way misuse my access to the school district's computer network and the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

User's Name (print clearly) _____ Home Phone: _____

User's Signature: _____ Date: _____

Address: _____

Status: Student Staff Patron I am 18 or older I am under 18

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

Parent or Guardian: (If applicant is under 18 years of age, a parent or guardian must also read and sign this agreement.) As the parent or legal guardian of the above student, I have read, understand and agree that my child or ward shall comply with the terms of the school district's Acceptable Use and Internet Safety Policy for the student's access to the school district's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the policy. I am, therefore, signing this policy and agree to indemnify and hold harmless the school, the school district, and the Data Acquisition Site that provides the opportunity to the school district for computer network and Internet access against all claims, damages, losses, and costs, of whatever kind that may result from my child's or ward's use of his or her access to such networks or his or her violation of the foregoing policy. Further, I accept full responsibility for supervision of my child's or ward's use of his or her access account if and when such access is not in the school setting. I hereby give permission for my child or ward to use the building-approved account to access the school district's computer network and the Internet.

Parent or Guardian: _____ Home Phone: _____

Signature: _____ Date: _____

Address: _____

This agreement is valid for the _____ school year only

Appendix C: Opportunity for Educational Continuity Plan

The following are the terms and conditions for the delivery of our Opportunity for Educational Continuity Plan:

I understand that my child may be receiving any group lessons through video or teleconferencing as part of his/her Opportunity for Educational Continuity Plan. By accepting the Opportunity for Educational Continuity Plan, and unless I send you notice of my disagreement as set forth below, I agree as follows:

1. To whatever extent possible, I will make arrangements that my child participate in those lessons assigned through Google Classroom in a private space where, other than a parent/guardian, no other individual has access to or is present during the period of instruction. I understand that the purpose of this is to seek to avoid any third parties from obtaining, even incidentally, any personally identifiable information about any other child.
2. I understand that as my child participates in the, Opportunity for Educational Continuity Plan I may see, hear, or be exposed to confidential and personally identifiable information about students other than my own child. I understand that student confidentiality must be respected at all times when participating in online learning. I acknowledge that it is my responsibility to respect the privacy and confidentiality of this information about all students other than my own child. I agree to maintain the confidentiality of all information that I may obtain about any students other than my own child. I will not access, use, or disclose any confidential information of any student other than my own child. I agree I will not record in any way any portion of any group lesson
3. I understand that in the event that my presence during any lesson causes any disruption of the educational process, this may impact my child's ability to participate in the online learning activities. I understand that staff reserves the right to terminate my child's participation in an online learning session if at any time the staff determines that my presence, or that of my child, or any third party or activity, interferes with the delivery of instruction or causes a disruption of the educational process during the session. If a session must be terminated for this reason, the district can determine alternative means to provide the learning opportunity.
4. I understand that in the course of the provision of group lessons, personally identifiable information of my child may be disclosed to undetermined and/or unknown third parties. Those individuals include the parents of other children receiving the group lessons as well as other individuals who may be in the space where the child is receiving the online learning lesson. I understand that the New Haven Board of Education has no control over the potential disclosure or dissemination of this information. I hereby waive any claims and actions of any kind against the New Haven Board of Education, its agents and employees, for any such disclosure of my child's confidential information and/or personally identifiable information, including claims under FERPA, as set forth herein.

By your child's participation in this plan, you are agreeing to the terms and conditions below. If you disagree with these terms and conditions, you must provide us written notice of your disagreement. You can provide us with that written notice by 7 days from time of receipt. If you are in disagreement, the Opportunity for Educational Continuity Plan will not be provided to your child and we will determine a different means by which to address your child's educational needs.

We look forward to working with you and your child during this difficult time. Please address any questions to your school principal.