

Newark City Schools
Computer Network, Internet
And
Bring Your Own Device (BYOD)
Acceptable Use Policy and Agreement

The Newark City Schools is pleased to make available access to the Internet, and a Bring Your Own Device program (inclusive for students in sixth through Twelfth grade and all district staff) for the purpose of productivity, research, curriculum delivery, professional development activities, and electronic storage in the pursuit of learning. The Board of Education has policies which govern the access and use of computers and network systems. This Acceptable Use Policy is a guideline for use and a contractual agreement between the end user of said systems and the Board of Education. All end users of said system must take responsibility for appropriate and lawful use of their access. Misuse under the guidelines of this document may result in loss of privilege to use the computer systems, the network, and/or Internet access and may result in disciplinary action under Board Policy and/or the governing code of conduct.

The Board of Education has implemented technology protection measures which block/filter Internet access as defined by the Child Internet Protection Act.

Upon reviewing, signing, and returning this Policy and Agreement, staff and student will be given an opportunity to enjoy access to computer and network systems at school and are agreeing to follow this agreement's guidelines and Board Policy. Anyone under 18 years of age must have his or her parent or guardian read and sign the policy. The Newark City Schools cannot provide access to anyone who fails to sign and submit the policy to the school as directed with accompanying signature of a parent or guardian if required.

I. Personal Responsibility

By signing this Policy and Agreement, you are agreeing not only to follow the rules in this Policy and Agreement, but are agreeing to report a misuse of the network to your immediate teacher, supervisor, or director. Misuse means any violations of this policy, Board of Education Policy, or any other use that is not included in the policy, but has the effect of harming another or his or her property.

II. Term of the Permitted Use

A properly signed and submitted copy of this document is required to have a computer account activated for the given school year.

III. Purpose and Use

The Newark City Schools is providing access to its computer network and the Internet for approved educational purposes *only*. If you have any doubt about whether a contemplated activity is educational, you should consult with your immediate teacher, supervisor, or director to help you decide if a use is appropriate. The following guidelines and procedures shall be complied with by staff, students or community members who are specifically authorized to use the District's computers or network services:

Expectations for the use of the computer/network include but are not limited to:

1. Making full use of computer and network access to enhance, enrich, and enliven the education process at all levels of the district.

2. Making use of the computer and network access to store files, run approved software programs and simulators, perform research, produce original documents, projects and presentation, and communicate in the pursuit of instruction and learning.
3. Seeking help and/or advice when appropriate from your immediate teacher, supervisor, or director.
4. Using appropriate language and etiquette at all times as defined in Board policy and the applicable code of conduct.
5. Keeping electronic messages brief and using appropriate language.
6. Reporting any security problem or misuse of the network to your immediate teacher, supervisor, or director.

The Board of Education assumes that all users understand the following guidelines for use of the computer/network:

1. Understand that all technology acquisitions (e.g. equipment, software, Internet services, etc.) must receive prior approval before purchasing.
2. Understand that e-mail is not guaranteed to be private. Systems managers have access to all messages relating to or in support of illegal activities and such activities may be reported to the authorities.
3. Understand that all electronic data that passes through a district owned computer or over the district's network is subject to monitoring and seizure and may be handed over to law enforcement officials.
4. Understand that all electronic data created for the purpose of administration or instruction under the Board approved curriculum for a course of program should be assumed to be property of the District.
5. Understand that the rules and regulations of online etiquette are subject to change by the Administration.
6. Understand that the user in whose name a computer account is issued is responsible for its proper use at all time. Users must log off the computer to conclude a session or lock the computer if stepping away. Users retain responsibility for the activity of anyone accessing the computer and/or network under their account. Users shall keep personal account information, home addresses and telephone number private. They shall use this system only under the login and password information issued to them by the District. Users shall not grant others access to a computer and/or network under their login and password.
7. Understand that computer system and the District network shall be used only for purposes related to education or administration. Commercial, political and/or personal use of said systems is strictly prohibited. The administration reserves the right to monitor any computer activity and on-line communications for improper use.
8. Understand that vandalism results in the cancellation of user privileges. Vandalism includes uploading/downloading any inappropriate material, creation or deployment of computer viruses and/or any malicious attempt to harm or destroy equipment of materials of data of any other user.

Unacceptable uses of the computer/network include but are not limited to:

The user:

1. Will not violate the conditions of Federal and State laws dealing with students and employees' right to privacy.
2. Acknowledge that illegal activities are strictly forbidden.
3. Will not use the computer and/or network for financial gain or for any commercial or illegal activity.
4. Will not attach personal devices to the network using an Ethernet connection.
5. Will not connect equipment to the district technology equipment that requires hardware or software modifications without the prior approval of the Technology Department.

6. Will not use the system to encourage the use of drugs, alcohol or tobacco nor shall the user promote unethical practices or any activity prohibited by law of Board policy.
7. Will not view, download or transmit material that is threatening, obscene, disruptive or sexually explicit or that could be construed as harassment or disparagement of others based on their race, national origin, citizenship status, sex, sexual orientation, age, disability, religion or political beliefs.
8. Will not place copyrighted material on the system without the author's permission.
9. Will not read other's email or files or attempt to interfere with another user's ability to send or receive electronic mail or attempt to read, delete, copy, modify or forge another user's email.
10. Will not repost (forward) personal communication without the author's prior consent.
11. Will not copy commercial software and/or other material in violation of copyright law.
12. Will not "hack", gain, or attempt to gain unauthorized access to computers, servers, computer systems, internal network, or external networks.
13. Will not download and/or install freeware or shareware programs without the approval of the Technology Department.
14. Will not use, install or attempt to install peer-to-peer file sharing programs such as Kazza, BitTorrent, LimeWire, Bearshare, and others.
15. Will not establish or connect to a wireless ad-hoc or peer-to-peer network using personal devices while on school grounds.
16. Will not use social media sites such as Facebook, Twitter, MySpace, Xanga, and others and/or blog sites for the purpose of posting slanderous or otherwise harmful information, whether true or untrue, about the character and/or actions of the district's students or staff on district or personal technology equipment (such as posts that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment).
17. Will not use personal devices in locker rooms, restrooms, and office areas. (Use in the office area may be granted with the consent of a teacher, supervisor, or director.)

IV. Privacy

Network and Internet access is provided as a tool of education, Newark City Schools 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. All such information files shall be and remain the property of the Newark City Schools and no user shall have any expectation of privacy regarding such materials.

V. Failure to Follow Policy and Breach of Agreement

The user's access of computer systems, the network, and the Internet is a privilege, not a right. A user, who violates this policy and breaches his /her agreement, may at the discretion of the Administration, have his or her access terminated for the remainder of the school year. The Newark City Schools reserves the right to refuse reinstatement of access for subsequent school years. A user breaches his or her agreement not only by affirmatively violating the above policy, but also by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Policy and Agreement 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 Newark City Schools may take other disciplinary action.

VI. Warranties/Indemnification

The Newark City Schools make no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this Policy and Agreement. 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 of its computer networks of the Internet under this Policy and Agreement. By signing this Policy and Agreement, 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 harmless the Newark City Schools that provides the computer and Internet access opportunity to all of their administrators, teachers and staff from any and all loss, costs, claims or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of good or services by the user. The user or, if the user is a minor, the user's parents(s) or guardian(s) agrees to cooperate with the Newark City Schools in the event of the Newark City Schools' initiating an investigation of a user's use of his or her access to its computer network and Internet, whether that use is on a Newark City Schools computer or on another's outside the Newark City Schools' Network.

In accordance with the BYOD program, users connecting to the Internet using their own Internet provider will be responsible for any Internet connection expense. Users who cannot access the wireless network or may have technical issues with their device need to resolve this issue by working with the User's manual that came with the device outside of the school day. In addition, the user is responsible for the proper care of their personal device, including any costs of repair, replacement, or modifications needed to use the device at school. Newark City Schools is not responsible for maintaining, upgrading, or repairs to personal devices.

Newark City Schools takes no responsibility to search for lost or stolen personal computing devices the user chooses to bring into the district. Furthermore, the user understands that personal devices are not covered under any insurance held by Newark City Schools.

VII. Updates

Users may be asked from time to time to provide new or additional registration and account information, which must be provided by users if he or she wishes to continue to receive service. If after you have provided your account information, some of all of the information changes, you must notify the Technology Department of the change.

**COMPUTER NETWORK AND INTERNET
ACCEPTABLE USE POLICY AND AGREEMENT**

Agreement Form

(Every user, regardless of age, must read and sign below):

I have read, understand and agree to abide by the terms of the foregoing Acceptable Use Policy and Agreement. Should I commit any violation of in any way misuse my access to the Newark City Schools' computers, computer network, and/or the Internet, I understand and agree that my access privilege may be revoked and disciplinary action may be taken against me as outlined in the applicable Handbook or Code of Conduct.

(Please Print Clearly)

Name _____ Home Phone _____

User Signature _____ Date _____

Student Age _____ Student Grade _____ Student ID (if known) _____

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

Parent or Guardian Network Usage Agreement

(To be read and signed by parents or guardians of student who are under 18)

As the parent of legal guardian of this student, I have read, understand and agree that my child or ward shall comply with the terms of the Newark City Schools' Acceptable Use Policy and Agreement for user access to the Newark City Schools' computer, computer network, and Internet. I understand that access is being provided for educational purposes only. However, I also understand that it is impossible for the Newark City Schools to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the Policy and Agreement. I am therefore signing this Policy and Agreement and agree to indemnify and hold harmless the Newark City Schools that provides the opportunity to the Newark City Schools' students 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 and Agreement. 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 Newark City Schools' computers, computer network, and Internet.

(Please Print Clearly)

Parent/Guardian Name _____ Phone _____

Signature _____ Date _____

Address _____