

SUBJECT: **INTERNET AND USE OF THE DPSnet**

Supersedes: Policy 10.09 (2000)

Effective: September 8, 2008

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Approved by: Detroit Board of Education

1.0 Policy

1.1 PURPOSE OF POLICY

The policy is designed to enhance training, learning and productivity by promoting the use of telecommunication and networking technologies in the classroom (K-12) and workplace. The DPS may provide Internet access and electronic mail ("e-mail") accounts to authorized users. DPSnet access shall be provided through the Division of Information and Technology Services. This access will be referred to as the "DPSnet." "DPSnet" user means an authorized user of the DPSnet. Authorized use of the DPSnet shall be consistent with the purpose and goals articulate in this policy on acceptable use. This policy establishes standards governing user access to local, national and international sources of information. Pursuant to policy standards, information resources must be used consistently with the purpose for which they have been provided. Furthermore, information resources must be used in a manner that does not violate the public trust, and in accordance with this policy and any regulations established periodically by the General Superintendent and/or state and federal agencies.

1.2 USE OF MATERIALS AND SERVICES

Access to the DPSnet is a privilege and must be treated as such by all authorized users of the network and its associated systems. To assure that the DPSnet remains secure, each and every authorized user must protect the rights of the community. Each DPSnet user must learn and abide by the rules applicable to the DPSnet. As part of the responsible use of the DPSnet, the following activities are expressly prohibited:

1.2.1 Use of the DPSnet for, or in support of, illegal, obscene or inappropriate purposes

- a. "illegal activities" include, but are not limited to, any activities in violation of local, state, and/or federal laws and regulations;

- b. "obscene activities" include activities in violation of generally accepted social standards for use of a publicly-owned and operated communication vehicle;
 - c. "inappropriate use" includes any activities conducted in violation of this policy.
- 1.2.2 Use of the DPSnet for the transaction of any non-DPS related business and/or any commercial purposes;
- 1.2.3 Use of the DPSnet for any product advertisement and/or any political lobbying;
- 1.2.4 Intentionally disrupting the use of the DPSnet for other users, including but not limited to, use of any process program, or tool to ascertain passwords or engaging in "hacking" of any kind, including, but not limited to, the unlawful entry into an electronic system to access confidential information;
- 1.2.5 Violation of institutional or third party copyrights, or interference with license agreements, and other contracts:
- a. As provided by federal law and international treaties, copyrighted materials (e.g. images, text, and programs) shall not be uploaded using the DPSnet without the prior written permission of the copyright holder. Except as expressly permitted, materials under copyright shall not be distributed to others. Copyrighted material shall not be altered, nor shall the author attribution or copyright notices be modified;
 - b. Public Domain materials may be downloaded or uploaded using the DPSnet. DPSnet users may also redistribute materials in the Public Domain. **However, the DPSnet user assumes all responsibility regarding the determination of whether the materials are in the Public Domain;**
 - c. Some materials on the global Internet are called "Shareware". These materials may be downloaded and used, but they are copyrighted materials. The copyright holders usually gives permission to use the material for examination. If DPSnet users choose to continue using these materials, the copyright holder often requests that the user register his or her usage and may ask that a license fee be paid. **The DPSnet user assumes responsibility for all**

license fees charged for the utilization of Shareware materials.

- 1.2.6 Seeking to gain or gaining unauthorized access to information resources, including but not limited to, information obtained in violation of the Federal Educational Right to Privacy Act;
- 1.2.7 Keeping an open connection in excess of six (6) hours within any twenty-four (24) hour period;
- 1.2.8 Destruction, alteration, dismantlement, disfigurement, prevention of rightful access to, or interference with the integrity of computer-based information and/or information resources, without authorization;
- 1.2.9 Interference with the privacy rights of individuals or entities which are creators, authors, users or subjects of the information resources, without authorization; and
- 1.2.10 Providing access to unauthorized individuals.

1.3 RIGHT OF ACCOUNT REVIEW

The DPSnet user acknowledges that none of his or her communications and information accessible through the DPSnet is considered private or confidential and the Detroit Public Schools reserves the right to access all DPSnet user accounts, including e-mail, at any time.

Any DPSnet user's traffic that traverses another network (i.e., AOL), may be subject to that network's acceptable use policy.

1.4 ASSUMPTION OF RISK

1.4.1 DPSnet will make a good faith effort to keep the system and its available information accurate: However, the DPSnet users acknowledge that the DPSnet nor the Detroit Public Schools make no warranty of any kind, either express or implied, regarding the accuracy, quality, validity, or content of any of the data or information available. For example, and without limitation, DPS does not warrant that DPSnet will be error free or free of computer "viruses." In making use of the DPSnet, the DPSnet user agrees to release DPS from all claims of any kind, including claims for direct or indirect, incidental, or consequential damages of any nature arising from any use or inability to use the DPSnet, and from any claim for negligence in connection with operation of the DPSnet.

1.4.2 The DPSnet user further acknowledges that the information available through interconnecting networks may be inaccurate. DPSnet has no ability to maintain such information and has no authority over these materials. DPSnet makes no warranty of any kind, either express or implied, regarding the accuracy, quality, validity, or content of the data and/or information residing on or passing through the DPSnet from outside networks. **Use of the DPSnet is at the risk of the DPSnet user.**

1.5 INDEMNIFICATION

The DPSnet user indemnifies and holds harmless the Detroit Public Schools from any claims, including attorney's fees, resulting from the DPSnet user's activities while utilizing the DPSnet, that cause direct or indirect damage to the DPS or other third parties.

1.6 POLICY MODIFICATIONS

It is not the responsibility of the DPSnet to update DPSnet users regarding any changes to this policy. An online version of this policy may be available to DPSnet users on the DPSnet server. Use of the DPSnet shall constitute acceptance of this policy and all future amendments that may be adopted. Any user who determines that he or she cannot comply with all terms and conditions of this policy may notify the Division of Information and Technology Services to terminate his or her account.

1.7 COMMENTS AND INTERPRETATIONS

All DPSnet user accounts shall be used only by authorized DPSnet users for authorized purposes. **DPSnet users are ultimately responsible for all activities under their own account. Violations of this policy that are attributable to a user account shall result in the revocation of the violator's account and DPSnet access.** Nothing in this policy is intended to prohibit a DPSnet user from using his or her account in a classroom setting, as long as the DPSnet user is supervising the use of the DPSnet and is careful to protect the security of other DPSnet users' names and passwords.

DPSnet users are cautioned to exercise prudence in the shared use of this resource. Shared use may result in the abuse of access time, which is prohibited under this policy.

1.8 VIOLATION OF POLICY

Any violation or abuse of this policy is just cause for taking corrective action, removal of all DPSnet privileges and accounts, and/or legal action. It is anticipated that such actions can be avoided since they add significant costs to the DPSnet and cause problems for all concerned. To keep the DPSnet viable and user friendly, all users need to work cooperatively and responsibly.

Should a court of competent jurisdiction deem any part of the DPSnet Acceptable Use Policy invalid or unenforceable, the remaining provisions of the policy will remain in effect as though the invalidated section was not included.

1.9 ENFORCEMENT

If a DPSnet user is determined to have violated this policy, this DPSnet user's access will be revoked by the Office of Information Systems Management. If a DPSnet user is removed from the DPSnet, he or she has the right to appeal the revocation within thirty (30) days, in writing, to the General Superintendent or designee of the General Superintendent. The General Superintendent's or designee's decision shall be final and there shall be no obligation to afford subsequent opportunity for access to the DPSnet.

1.10 UNAUTHORIZED ACCESS OR USE

Any unauthorized user caught accessing or using the DPSnet for any purpose (i.e. hacking the DPSnet for Internet access) will be prosecuted to the fullest extent of the law. This does not include an unauthorized person accessing the DPS home page from the Internet or sending work/business-related e-mail messages to DPSnet users. DPS reserves the right to deny access to the DPSnet in its entirety to unauthorized users.

1.11 POLICY ACKNOWLEDGMENT

All DPSnet users shall, prior to activation of their accounts, execute the acknowledgment.

Attachments to Policy 8.03:

Legal References: MCLA § 397.606

Labor Contract References: None