

DIOCESAN INTERNET USE POLICY

ACCEPTABLE USE POLICY REGARDING STUDENT USE OF COMPUTERS, INTERNET ACCESS, AND RELATED EQUIPMENT/SERVICES

INTRODUCTION

The Catholic Church views emerging technologies, such as computers, the worldwide Internet, and related items, as gifts of the Spirit that challenge God's faithful people to make creative use of such new discoveries and technologies to better the human condition in a manner that is consistent with the Church's teachings. (*See Aetatis Novae, #2*). The Catholic Schools of the Diocese of Syracuse recognize that as such new technologies change the ways in which information may be accessed and used, they may also change the methods of instruction and learning. The Catholic Schools support the use of such technologies and tools in the educational process, to the extent such use assists the learning process is safe for all concerned, and is consistent with the Church's teachings.

Such tools and methods must be used by Catholic educators and students in a manner that is educationally appropriate and which is consistent with the Church's teachings and applicable laws. Therefore, the Diocese of Syracuse Catholic School Office and the schools associated with the Diocese ("local schools") hereby adopt this Acceptable Use Policy for Students. It shall govern all student use of computer equipment, the Internet, and related equipment and services occurring in the student's performance of his or her duties, on school property or in regard to any school event, and its violation may constitute a basis for student discipline.

DEFINED TERMS

As used in this policy, the following terms shall have the following meanings.

1. The term "Acceptable Use Policy" or "AUP" shall mean this policy, which conditions and controls the use of Internet services and/or computers, as those terms are defined here, on school premises and at or during any school event.
2. The "Catholic School Office" or "CSO" shall mean the Catholic School Office of the Diocese of Syracuse, New York.
3. The term "Code of Conduct" shall mean the code by that name adopted by each local school and published, among other places, in each local school's Student Handbook.
4. The term "computer equipment" shall mean any device, equipment or instrument that is utilized for the electronic creation, receipt, storage, transmission or manipulation of data. The term shall include personal computers and laptop computers, any network of interconnected computers, intranet, personal digital assistants, cell phones, portable media players (*e.g.*, IPOD) and any similar or related device.
5. The term "Diocese" shall mean the Roman Catholic Diocese of Syracuse, New York.
6. The term "Diocesan Property" shall mean a real or personal property belonging to the Diocese or any of the schools associated with the Diocese, "local schools", including any computer, computer network, intranet, Internet service, e-mail service or accounts, data storage accounts or any other similar or related equipment, service or thing.
7. The term "educational purpose" shall mean the intended use of any form of media, computer, computer network, and/or the Internet in a manner and for a purpose that is plainly related and readily applicable to a local school's curriculum, sponsored extracurricular events, and/or administration.

8. The term “e-mail” shall mean any form of electronic communication that involves the transmission of communication, information, or data by a publicly accessible network of interconnected computers or computer networks. It shall include all forms of such communication, including electronic mail, online chat, file transfer, and the interlinked web pages and other documents of the Worldwide Web.
9. The term “Internet” shall mean the World Wide Internet, as that term is commonly defined, as well as any intranet, computer network, electronic mail, text messaging, electronic chat devices and any other computer usage that involves the electronic receipt, transmission or storage of data, information or communication, whether facilitated through an Internet service provider or otherwise.
10. The term “local school” shall mean any of the Catholic Schools affiliated with the Diocese.
11. The term “policy” shall mean, in the case of the CSO, any policy, directive or guidance provided by the CSO to the various local schools. In the case of a local school, the term shall mean any policy, directive, or rule of a local school, including its Code of Conduct.
12. The term “school event” shall mean any event occurring during the school day, including any curricular, extracurricular, or other school sponsored or endorsed event, regardless of whether said event occurs on school property or is directly supervised or controlled by school officers or employees.
13. The term “school property” shall mean shall mean an real or personal property belonging to the Diocese, including any computer, computer network, intranet, Internet service, email service or accounts, data storage accounts or any other similar or related equipment, service or thing.
14. The term “sexual harassment” shall mean the preparation and dissemination of any verbal or written materials, photographic, video or audio material, conduct, physical contact, or other actions that are offensive to a reasonable person and which have a sexual connotation or which otherwise create a sexually hostile working or learning or environment, as described with more particularity in the Sexual Harassment Policy of the Diocese of Syracuse Catholic Schools Office, which is, by reference, incorporated here.
15. The term “student” shall mean any student enrolled in any Diocesan school.

ACCEPTABLE USE POLICY (AUP) TERMS

It is hereby the policy of the Catholic School Office and the Catholic Schools affiliated with the Diocese that student use of school provided computer equipment, Internet access or service, email accounts or service, and any similar thing shall be subject to and conditioned upon adherence to this AUP. In addition, use of any such thing on school property or at any school sponsored event shall be conditioned upon and subject to this AUP. This AUP shall supplement each local school’s Code of Conduct, and its violation shall be a basis for discipline.

Specific Terms

1. The student’s use of any computer equipment, Internet access or service, e-mail or any similar thing shall be governed by consistent with this AUP, and all state, federal and local laws, including those governing use and dissemination of copyrighted, trademarked or otherwise protected intellectual property.
2. The student is individually and personally responsible for any use of computer equipment, Internet access or service, or e-mail accounts provided to the student, and shall safeguard his or her passwords or other access control mediums accordingly.

3. The student shall only use school provided computer equipment, Internet access and/or email accounts for educational purposes or the discharge of his or her assigned duties.
4. The student shall use computer equipment, Internet service or access, e-mail or any similar thing on school property or in relation to any school event solely for educational purposes, irrespective of who owns or has provided such things.
5. The student has no right to the use of computer equipment, Internet access or service, email or any similar thing in regard to instruction or any school function or event; such use and access is a privilege, which the local school may revoke at any time and without the provision of any form of process, within the sole discretion and judgment of the local school's Principal.
6. The student is prohibited from using any other party's password or access control to access any computer equipment, Internet access or service, e-mail or any similar thing, except as specifically authorized.
7. The student shall not change, alter or modify any provided password or other form of access control without express permission to do so.
8. The student is prohibited from accessing or using personally owned or obtained computer equipment, Internet access or service, e-mail e.g., AOL, yahoo or hotmail or any similar thing during the school day, on school property, or in regard to at any school event or function, except as specifically authorized in writing by the local school Principal.
9. The student is prohibited from using any computer equipment, Internet access or service, e-mail or any similar thing for any purpose that is inconsistent with the Church's teachings or the policies of the CSO or local school, including, but not limited to the following:
 - a. Accessing, viewing, transmitting or storing sexually or otherwise offensive messages, pictures, or unlawful information on the Internet;
 - b. The use of impolite, abusive, or otherwise reasonably objectionable language in either public or private;
 - c. Harassing, insulting or attacking others;
 - d. Improperly accessing, using or damaging computers, computer networks or systems, intranets, servers, Internet accounts or web sites belonging to any other person or party;
 - e. Intentionally wasting limited and/or valuable resources; and/or
 - f. For any commercial purpose or political purpose, other than the student's duties, or in any manner that violates federal, state, or local laws or statutes.
10. All provided computer equipment, Internet access or service, e-mail or any similar thing is the property of the local school and/or Diocese, and the student has no right to use of or access to any such thing in the performance of his or her duties.
11. The Diocese, CSO or local school and/or the student, agent or representative of any of them, may access, monitor, review, download, print, copy, delete, any material located on, transmitted by, or received by any computer equipment, Internet access or service, e-mail account or any similar thing. In addition, and as appropriate, the Diocese, CSO, and/or local school may provide such material to any law enforcement agency or other governmental agency. The decision to undertake any of these actions is reserved to the exclusive discretion and judgment of the Diocese, CSO or local school, and shall not require the existence of any justification, cause or suspicion.

12. By signing this Student Handbook receipt, parents hereby stipulate and agree that the student has no right to privacy, exclusive possession or access in regard to any computer equipment, Internet access or service, e-mail or any similar thing. The student and his or her parents waive, relinquish and shall be precluded from asserting any such right in any judicial, administrative, governmental, or quasi-governmental proceeding.

13. Upon notice that his or her possession, use, or access to any computer equipment, Internet access or service, e-mail or any similar thing is suspended or terminated, the student shall promptly return any school provided equipment and/or passwords or other forms of access control.

14. Upon request, the student shall immediately provide his or her local school with access to any school provided computer equipment, Internet access or service, e-mail or any similar thing, used in conjunction with the student's duties and/or provided by the Diocese or a local school.

CONSEQUENCES and PENALTIES for VIOLATION of AUP

Consequences of inappropriate computer use shall be determined in the sole discretion and judgment of the Principal of the local school, consistent with this AUP and its Code of Conduct. Examples of such consequences are listed below. This list is not intended and shall not be construed as an exhaustive list or to require any particular process or particular penalty. The assessment of any penalty shall not operate to the exclusion of any other penalty and a local school may apply one or more penalties as its Principal deems appropriate.

1. Parental notification and a parental conference with the Principal or his/her designee.
2. Any penalty listed for the Violation of the Technology Policy in the local school's Code of Conduct, including a loss of privileges, detention, suspension and/or expulsion.
3. The requirement that the student reimburses or compensates the local school or any third party for damage caused to a computer or other property, or property rights, as a result of a violation of this AUP, which shall be a condition precedent to the student's continued or renewed enrollment at the local school or any other Catholic school in the Diocese of Syracuse.
4. The institution of a civil action to recover money damages caused to the local school and/or Diocese through any violation of this AUP.
5. Loss of computer, computer network, intranet, Internet, e-mail, or data storage access and/or use privileges. Any student who loses such privileges and later has them reinstated shall be supervised at all times in his or her use of any such equipment, service or access.
6. Whenever the local school believes or suspects that a criminal law has been violated, the local school shall notify the appropriate state or local agency, in consultation with and as guided by the Catholic School Office, and may ask any such agency to investigate or prosecute any such conduct.