

Electronic Communications System
(Access to E-mail, Internet and Other Electronic Services.)

Definitions

1. “Technology protection measure,” as defined by the Children’s Internet Protection Act (CIPA), means a specific technology that blocks or filters Internet access to visual depictions that are:
 - a. Obscene, as that term is defined in Section 1460 of Title 18, United States Code;
 - b. Child pornography, as that term is defined in Section 2256 of Title 18, United States Code; or
 - c. Harmful to minors.
2. “Harmful to minors,” as defined by CIPA, means any picture, image, graphic image file or other visual depiction that:
 - a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
 - b. 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; and
 - c. Taken as a whole, lacks serious literary, artistic, political or scientific value to minors.
3. “Sexual act; sexual contact,” as defined by CIPA, have the meanings given such terms in Section 2246 of Title 18, United States Code.
4. “Minor,” as defined by CIPA, means an individual who has not attained the age of 17. For the purposes of Board policy and this administrative regulation, minor will include all students enrolled in district schools.
5. “Inappropriate matter,” as defined by the district, means material that is inconsistent with general public education purposes, the district’s mission and goals.
6. “District proprietary information” is defined as any information created, produced or collected by district staff for the business or education purposes of the district including but not limited to student information, staff information, parent or patron information, curriculum, forms and like items used to conduct the district’s business.
7. “District software” is defined as any commercial or staff developed software acquired using district resources.

General District Responsibilities

The district will:

1. Designate a staff member to serve as coordinator to oversee the district's electronic communications system, which includes all district computers, email and Internet access;
2. Provide staff training in the appropriate use of the district's system, including copies of district policy and administrative regulations. Staff will provide similar training to authorized system users;
3. Cooperate fully with local, state or federal officials in any investigation concerning or relating to misuse of the district's electronic communications system;
4. Provide a system for authorizing staff use of personal electronic devices to download or access district proprietary information, that insures the protections of said information and insures its removal from the device when its use is no longer authorized;
5. Provide a system for obtaining written agreement from staff for the recovery of district proprietary information downloaded to staff personal electronic devices as necessary to accomplish district purposes, obligations or duties, and when the use on the personal electronic device is no longer authorized, to insure verification that information downloaded has been properly removed from the personal electronic device;
6. Use only properly licensed software, audio or video media purchased by the district or approved for use by the district. The district will comply with the requirements of law regarding the use, reproduction and distribution of copyrighted works and with applicable provisions of use or license agreements;
7. Install and use desktop and/or server virus detection and removal software;
8. Provide technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, and with respect to the use of computers by minors, harmful to minors. The technology supervisor or designee may disable the technology protection measures to enable access for bona fide research or other lawful purposes, as deemed appropriate;
9. Prohibit access by minors, as defined by CIPA and this regulation, to inappropriate matter on the Internet and World Wide Web;
10. Provide staff supervision to monitor the online activities of students to prevent unauthorized access, including "hacking" and other unlawful activities online, and ensure the safety and security of minors when authorized to use email, social media, chat rooms and other forms of direct electronic communication;
11. Provide student education about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking and social media websites and in chat rooms;

12. Determine which users and sites accessible as part of the district's system are most applicable to the curricular needs of the district and may restrict user access, accordingly;
13. Notify appropriate system users that:
 - a. The district retains ownership and control of its computers, hardware, software and data at all times. All communications and stored information transmitted, received or contained in the district's information system are the district's property and are to be used for authorized purposes only. Use of district equipment or software for unauthorized purposes is strictly prohibited. To maintain system integrity, monitor network etiquette and ensure that those authorized to use the district's system are in compliance with Board policy, administrative regulations and law, the school administrators may routinely review user files and communications;
 - b. Files and other information, including e-mail, sent or received, generated or stored on district servers are not private and may be subject to monitoring. By using the district's system, individuals consent to have that use monitored by authorized district personnel. The district reserves the right to access and disclose, as appropriate, all information and data contained on district computers and district-owned e-mail system;
 - c. The district may establish a retention schedule for the removal of e-mail;
 - d. E-mail sent or received by a Board member or employee in connection with the transaction of public business may be a public record and subject to state archivist rules for retention and destruction;
 - e. Information and data entered or stored on the district's computers and e-mail system may become discoverable evidence if a public records request is made or a lawsuit is filed against the district. "Deleted" or "purged" data from district computers or e-mail system may be retrieved for later public records disclosure or disciplinary purposes, as deemed necessary by the district;
 - f. The district may set quotas for system disk usage. The district may allow system users to increase their quota by submitting a written request to the supervising teacher or system coordinator stating the need for the increase;
 - g. Passwords used on the district's system are the property of the district and must be provided to their supervisor or designated district personnel, as appropriate. Passwords that have not been provided to the district are prohibited;
 - h. Transmission of any materials regarding political campaigns is prohibited.
14. Ensure all student, staff and nonschool system users complete and sign an agreement to abide by the district's electronic communications policy and administrative regulations. All such agreements will be maintained on file in the school office;
15. Notify users of known copyright infringing activities and deny access to or remove the material.

System Access

Access to the district's system is authorized to:

1. Board members, district employees, students in grades K-12, with parent approval and when under the direct supervision of staff, and others as authorized by the system coordinator or district administrator consistent with the district's policy governing use of district equipment and materials;

2. Students, staff, Board members, volunteers, district contractors and other members of the public may be permitted to use the district's system for personal use, in addition to official district business, consistent with Board policy, general use prohibitions/guidelines/etiquette and other applicable provisions of this administrative regulation. Personal use of district-owned computers, including Internet and e-mail access, is restricted to the employee's own time.

General Use Prohibitions/Guidelines/Etiquette

Operations of the district's system relies upon the proper conduct and appropriate use of system users. Students, staff and others granted system access are responsible for adhering to the following prohibitions and guidelines, which require legal, ethical and efficient utilization of district's system.

1. Prohibitions: Attempts to use the district's system listed below are strictly prohibited:
 - a. Unauthorized solicitation of funds;
 - b. Distribution of chain letters;
 - c. Unauthorized sale or purchase of merchandise and services;
 - d. Collection of signatures;
 - e. Membership drives;
 - f. Transmission of any materials regarding political campaigns.
2. Attempts to upload, download, use, reproduce or distribute information, data, software, or file share music, videos or other materials on the district's system in violation of copyright law or applicable provisions of use or license agreements;
3. Attempts to degrade, disrupt or vandalize the district's equipment, software, materials or data or those of any other user of the district's system or any of the agencies or other networks connected to the district's system;
4. Attempts to evade, change or exceed resource quotas or disk usage quotas;
5. Attempts to send, intentionally access or download any text file or picture or engage in any communication that includes material which may be interpreted as:
 - a. Harmful to minors;
 - b. Obscene or child pornography as defined by law or indecent, vulgar, profane or lewd as determined by the district;
 - c. A product or service not permitted to minors by law;
 - d. Harassment, intimidation, menacing, threatening or constitutes insulting or fighting words, the very expression of which injures or harasses others;
 - e. A likelihood that, either because of its content or the manner of distribution, it will cause a material or substantial disruption of the proper and orderly operation of the school or school activity;
 - f. Defamatory, libelous, reckless or maliciously false, potentially giving rise to civil liability, constituting or promoting discrimination, a criminal offense or otherwise violates any law, rule, regulation, Board policy and/or administrative regulation.
6. Attempts to gain unauthorized access to any service via the district's system which has a cost involved or attempts to incur other types of costs without specific approval. The user accessing such services will be responsible for these costs;

7. Attempts to post or publish personal student contact information unless authorized by the system coordinator or administrator and consistent with applicable Board policy pertaining to student directory information and personally identifiable information. Personal contact information includes photograph, age, home, school, work or e-mail addresses or phone numbers or other unauthorized disclosure, use and dissemination of personal information regarding students;
8. Attempts to arrange student meetings with anyone on the district's system, unless authorized by the system coordinator or teacher and with prior parent approval;
9. Attempts to use the district's name in external communication forums such as chat rooms without prior district authorization;
10. Attempts to use another individual's account name or password, failure to provide the district with individual passwords or to access restricted information, resources or networks to which the user has not been given access.

Guidelines/Etiquette

System users will:

1. Adhere to the same standards for communicating online that are expected in the classroom and consistent with Board policy and administrative regulations;
2. Respect other people's time and cyberspace. Use real-time conference features such as talk/chat/Internet relay chat only as approved by the supervising teacher or system coordinator. Avoid downloading excessively large files. Remain on the system long enough to get needed information then exit the system. Act as though every byte sent costs somebody time and money, because it does;
3. Take pride in communications. Check spelling and grammar;
4. Respect the privacy of others. Do not read the mail or files of others without their permission;
5. Cite all quotes, references and sources;
6. Adhere to guidelines for managing and composing effective e-mail messages:
 - a. One subject per message – avoid covering various issues in a single e-mail message;
 - b. Use a descriptive heading;
 - c. Be concise – keep message short and to the point;
 - d. Write short sentences;
 - e. Use bulleted lists to break up complicated text;
 - f. Conclude message with actions required and target dates;
 - g. Remove e-mail in accordance with established guidelines;
 - h. Remember, there is no expected right to privacy when using e-mail. Others may read or access mail;
 - i. Always sign messages;
 - j. Always acknowledge receipt of a document or file.

7. Protect password confidentiality. Passwords are the property of the district and are not to be shared with others. Using another user's account or password or allowing such access by another may be permitted with supervising teacher or system coordinator approval only. No system user may use a password on the district's computers, e-mail system or Internet access which is unknown to the district;
8. Communicate only with such users and/or sites as may be authorized by the district;
9. Be forgiving of the mistakes of others and share your knowledge. Practice good mentoring techniques;
10. Report violations of the district's policy and administrative regulation or security problems to the supervising teacher, system coordinator or administrator, as appropriate.

Complaints

Complaints regarding use of the district's Electronic Communications System may be made to the teacher, principal, employee's supervisor or system coordinator. The district's established complaint procedure will be used for complaints concerning violations of the district's Electronic Communications System policy and/or administrative regulation. See Board policy KL - Public Complaints and accompanying administrative regulation.

Violations/Consequences

1. Students
 - a. Students who violate general system user prohibitions shall be subject to discipline up to and including expulsion and/or revocation of district system access up to and including permanent loss of privileges.
 - b. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
 - c. Disciplinary action may be appealed by parents, students and/or a representative in accordance with established district procedures.
2. Staff
 - a. Staff who violate general system user prohibitions shall be subject to discipline up to and including dismissal in accordance with Board policy, collective bargaining agreements and applicable provisions of law.
 - b. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
 - c. Violations of applicable Teacher Standards and Practices Commission (TSPC), Standards for Competent and Ethical Performance of Oregon Educators will be reported to TSPC as provided by OAR 584-020-0041.
 - d. Violations of ORS 244.040 will be reported to OGEC.

3. Others
 - a. Other guest users who violate general system user prohibitions shall be subject to suspension of system access up to and including permanent revocation of privileges.
 - b. Violations of law will be reported to law enforcement officials or other agencies, as appropriate, and may result in criminal or civil sanctions.

Telephone/Membership/Other Charges

1. The district assumes no responsibility or liability for any membership or phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs incurred by any home usage of the district's system.
2. Any disputes or problems regarding phone services for home users of the district's system are strictly between the system user and their local phone company and/or long distance service provider.

Information Content/Third Party Supplied Information

1. System users and parents of student system users are advised that use of the district's system may provide access to materials that may be considered objectionable and inconsistent with the district's mission and goals. Parents should be aware of the existence of such materials and monitor their student's home usage of the district's system accordingly.
2. Opinions, advice, services and all other information expressed by system users, information providers, service providers or other third-party individuals are those of the providers and not the district.
3. System users may, with supervising teacher or system coordinator approval, order services or merchandise from other individuals and agencies that may be accessed through the district's system. These individuals and agencies are not affiliated with the district. All matters concerning merchandise and services ordered including, but not limited to, purchase terms, payment terms, warranties, guarantees and delivery are solely between the seller and the system user. The district makes no warranties or representation whatsoever with regard to any goods or services provided by the seller. District staff and administration shall not be a party to any such transaction or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of sellers.
4. The district does not warrant that the functions or services performed by or that the information or software contained on the system will meet the system user's requirements or that the system will be uninterrupted or error-free or that defects will be corrected. The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether express or implied including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein.

Please read the following carefully before signing the contract.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to electronic mail communication with people all over the world; information and news from NASA as well as the opportunity to correspond with the scientists at NASA and other research institutions; public domain and shareware software of all types; discussion groups on a plethora of topics ranging from Chinese culture to the environment to music to politics; Library of Congress, CARL and ERIC.

With access to computer and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. The district has taken available precautions, which are limited, to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. The district firmly believes that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may procure material that is not consistent with educational goals.

Internet access is coordinated through a complex association of government agencies and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical and legal utilization of the network resources. If a user violates any of these provisions, his or her account with Central School District Net will be terminated and future access may be denied.

Your signature on the contract is legally binding and indicates you have read the terms and conditions carefully and understand its significance.

CENTRAL SCHOOL DISTRICT NET

Terms and Conditions - Agreement

Acceptable Use

The purpose of NSF Net, which is the backbone network to the Internet, is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and consistent with the educational objectives of the Central School District. Use of other organizations' networks or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U. S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Illegal activities are strictly prohibited.

Privileges

The use of Central School District Net is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. (Each student who receives an account will meet with a Central School District faculty member to discuss the proper use of the network.) Based upon the acceptable use guidelines outlined in this document, the system administrators will deem what is inappropriate use and their decision is final. Also, the system administrators may close an account at any time, as required. The administration, faculty and staff of the district may request the administrator to deny, revoke or suspend specific user accounts.

Netiquette

You are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Be polite, Do not write or send abusive messages to others;
2. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language;
3. Do not reveal your personal address or phone number or the address or phone number of students or colleagues;
4. Note that electronic mail (E-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities;
5. Do not use the network in such a way that you would disrupt the use of the network by other users (e.g., downloading huge files during prime time, sending mass E-mail messages; annoying other users using the talk or write functions);
6. All communications and information accessible via the network should be assumed to be private property.

Reliability

The district makes no warranties of any kind, whether expressed or implied, for the service it is providing. The district will not be responsible for any damages you suffer. This includes loss of data resulting from delays, nondeliveries, misdeliveries or service interruptions caused by the district's negligence or your errors or omissions. Use of any information obtained via Central School District Net is at your own risk. Central School District Net specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Security

Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on Central School District Net, you must notify a system administrator. Do not use another individual's account without written permission from that individual. Do not give your password to any other individual. Attempts to log into the system as any other user will result in cancellation of user privileges. Attempts to login to Central School District Net as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Central School District Net.

Vandalism

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Central School District Net or any agency or other network that is connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

Updating Your User Information

Central School District Net may occasionally require new registration and account information from you to continue the service. You must notify the district of any changes in your account information (address, etc.). Currently, there are no user fees for this service.

Exception of Terms and Conditions

All terms and conditions as stated in this document are applicable to the Central School District. These terms and conditions reflect the entire agreement of the parties and understanding of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of this state of Oregon and the United States of America.

Any district student or staff may apply for an Internet account. To do so you must complete the application and sign the contract. Students should return the contract to the person from whom they received the contract. You should retain the copy of the Terms and Conditions for your files.

**CENTRAL SCHOOL DISTRICT INTERNET ACCOUNT
STUDENT CONTRACT AGREEMENT AND APPLICATION**

Directions: After reading the Central School District Net Application for Account and Terms and Conditions, please read and fill out the appropriate portions of the following contract completely and legibly. The signature of a parent or guardian is required.

AGREEMENT

Student:

I have read the Central School District Net "Terms and Conditions." I understand and will abide by the stated Terms and Conditions for Central School District Net.

I understand that violation of the regulations is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked and school disciplinary and/or appropriate legal action may be taken.

Student's Name (please print) _____

Student's Signature _____ Date _____

Parent or Guardian:

(If the applicant is under the age of 18, a parent or guardian must also read and sign this agreement).

As the parent or guardian of this student I have read the Terms and Conditions for Central School District Net. I understand that this access is designed for educational purposes and Central School District has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the district to restrict access to all controversial materials and I will not hold the district responsible for materials acquired on the network. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct.

Name (please print) _____ Date _____

Signature _____

Student Application:	_____	Date:	_____
Student's Full Name (Please Print):	_____		
Student's I.D. Number	_____	Grade:	_____
Student's Home Address:	_____		
Home Telephone Number:	_____		

**STAFF CONTRACT AND APPLICATION FOR
CENTRAL SCHOOL DISTRICT INTERNET ACCOUNT**

Directions: After reading the Central School District Net Application for Account and Terms and Conditions, please read and fill out the appropriate portions of the following contract completely and legibly.

Employee Name (please print) _____

Home Address _____

Home Number _____ Work Number _____

Check One Licensed Classified Administrator Volunteer/Other

Assignment _____ Location _____

Contract:

I have read the Central School District Net Terms and Conditions. I understand and will abide by the stated Terms and Conditions for Central School District Net. I further understand that violation of the regulations is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked and/or appropriate legal action taken.

User Name (please print) _____ Date _____

User Signature _____

When your account is established, you will be notified of your password and login. Thank you for your interest and support of this exciting resource in the Central Schools.