

## Electronic Communications System

### 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 staff as necessary to ensure coordination and maintenance of the district's electronic communications system which includes all district computers, e-mail 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. 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;
4. Provide a system for obtaining prior 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;
5. Cooperate fully with local, state or federal officials in any investigation relating to misuse of the district's system;
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, or with respect to the use of computers by minors, harmful to minors. A supervisor or other individual authorized by the principal 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 e-mail, 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. Determine which users will be provided access to the district's e-mail system;
14. 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.
15. 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. Student agreements will be kept on file in the school office. Staff and nonschool system user agreements will be filed electronically.
16. Notify users of known copyright infringing activities and deny access to or remove the material.
17. Provide a process where parents may specifically request that their child(ren) not be provided internet access.

18. Provide for parents upon request, the district network policies governing its use.
19. Ensure district-sponsored email access is for educational purposes only.
20. Provide students with guidelines for student safety while using the Internet.

### **System Access**

1. Access to the district's system is authorized to:

Board members, district employees, students in grades PK-12, with parent approval and when under the direct supervision of staff, and district volunteers, district contractors or other members of the public as authorized by the system coordinator or district administrators 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 by employees is prohibited during the employee's work hours, when or where it impacts the employee's ability to perform their job. Additionally, Board member and employee use of district-owned computers may be permitted only when such use does not violate the provisions of ORS 244.040 and use is under the same terms and conditions that access is provided to the general public under the district's policy governing use of district equipment and materials.

### **General Use Prohibitions/Guidelines/Etiquette**

Operation 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 the district's system.

1. Prohibitions

The following conduct is strictly prohibited:

- a. Attempts to use the district's system for:

- (1) Unauthorized solicitation of funds;
- (2) Distribution of chain letters;
- (3) Unauthorized sale or purchase of merchandise and services;
- (4) Collection of signatures;
- (5) Membership drives;
- (6) Transmission of any materials regarding political campaigns.

- b. 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;

- c. 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;
- d. Attempts to evade, change or exceed resource quotas or disk usage quotas;
- e. 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:
  - (1) Harmful to minors;
  - (2) Obscene or child pornography as defined by law or indecent, vulgar, profane or lewd as determined by the district;
  - (3) A product or service not permitted to minors by law;
  - (4) Harassment, intimidation, menacing, threatening or constitutes insulting or fighting words, the very expression of which injures or harasses others;
  - (5) 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;
  - (6) 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.
- f. 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;
- g. Attempts to post or publish personal student contact information unless authorized by the system coordinator or teacher 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;
- h. 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;
- i. Attempts to use the district's name in external communication forums such as chat rooms without prior district authorization;
- j. 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.
- k. Not protecting the confidentiality of passwords. Passwords are the property of the district and are not to be shared with others or easily accessible by any means;
- l. Using the district system for commercial purposes, defined as offering or providing goods or services or purchasing goods or services for personal use. An exception may be allowed for items posted under the "Classified Ad" section of our online forums;
- m. Using the system for political lobbying;
- n. Ignoring the rights of copyright owners;
- o. Using the works of others through plagiarism.

## 2. Guidelines/Etiquette

System users will:

- a. Adhere to the same standards for communicating online that are expected in the classroom and consistent with Board policy and administrative regulations;
- b. 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;
- c. Take pride in communications. Check spelling and grammar;
- d. Respect the privacy of others. Do not read the mail or files of others without their permission;
- e. Cite all quotes, references and sources;
- f. Adhere to guidelines for managing and composing effective e-mail messages:
  - (1) One subject per message - avoid covering various issues in a single e-mail message;
  - (2) Use a descriptive heading;
  - (3) Be concise - keep message short and to the point;
  - (4) Write short sentences;
  - (5) Use bulleted lists to break up complicated text;
  - (6) Conclude message with actions required and target dates;
  - (7) Remove e-mail in accordance with established guidelines;
  - (8) Remember, there is no expected right to privacy when using e-mail. Others may read or access mail;
  - (9) Always sign messages;
  - (10) Always acknowledge receipt of a document or file.
- g. 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;
- h. Communicate only with such users and/or sites as may be authorized by the district;
- i. Be forgiving of the mistakes of others and share your knowledge. Practice good mentoring techniques;
- j. 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.

## **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 his/her 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.



## **Employee and Nonemployee (Contracted Services) Technology Acceptable Use Policy**

### **DURATION OF AGREEMENT:**

This agreement is between the David Douglas School District, its employees, and non-employees (Contracted Services) that access the David Douglas Network (Internet). This agreement is valid from the date of electronic signature through June 30th, 2016. The user agrees to immediately return all District equipment and associated peripherals upon change of employment status.

### **ACCEPTANCE OF RESPONSIBILITY:**

David Douglas School District Technology equipment, when used by me outside of the District is my responsibility. I further understand that if the equipment is stolen or damaged my insurance or I will reimburse the School District for its loss including costs associated with troubleshooting, repair or reconfiguration of software. I agree to notify my principal/supervisor of any damage or loss as soon as practical in order to expedite repair or replacement.

### **TERMS OF USE:**

- This equipment shall remain the property of the David Douglas School District.
- I agree not to attempt to alter the equipment, its components, or its peripherals.
- I agree not to physically deface or mark the equipment (e.g. etching, paint, permanent ink, etc.).
- This equipment shall not be used in a manner that knowingly violates federal, state, or other laws, including but not limited to copyright violation (e.g. illegal video and/or music sharing) and/or software piracy,
- This equipment shall not be used to publish or produce media that violates the rights of staff, students, or district publication policies.

### **EMPLOYEE AND NON-EMPLOYEE (Contracted Services) ACCEPTABLE USE POLICY:**

David Douglas School District teachers, students, and Non-Employees (Contracted Services) use technology and internet-based tools (e.g., Google Apps for Education, Online Curriculum, online multimedia, etc.) on a regular basis to meet the district's standards and prepare students to live and work in the digital age. These technologies improve student communication and collaboration skills, provide a real audience, and extend learning beyond the classroom walls while building digital citizenship skills. Our goal in providing access to these resources is to enhance the education of our students and to educate them in responsible and appropriate use.

I understand:

- That my use of any district technology (computer, network, internet, resources, etc.) may be monitored.
- That should I break this contract my access to computers and the network may be revoked and disciplinary actions might be taken.
- That my communications while using district technology is neither private nor confidential.

### **TERMS OF AGREEMENT:**

- I accept that using computers and accessing the Internet is an educational advantage afforded me by the David Douglas School District and that inappropriate use of computers may result in my loss of their utilization and other possible disciplinary action.
- I accept that the primary use of computer resources and the Internet is to support teaching and learning.
- I will follow all copyright regulations and will not copy programs or pirate software. I will not take hardware, software or computer supplies provided by the school district.
- I will not invade the privacy of others or access the network or files of any business, person, or agency with intent to steal, subvert, destroy, or view information which is not appropriate.

- I understand that electronic mail (e-mail) is not guaranteed to be private. People who operate the system have access to all mail and that all Internet activity can be monitored.
- I will not access information which is considered illegal, pornographic, dangerous and/or potentially damaging.
- I will not conduct business transactions, commercial activities or political lobbying.
- I will be polite and use appropriate language. I will not swear, use vulgarities, harass others, use ethnic or racial slurs, access inappropriate websites, engage in hacking or vandalism, or transmit or view obscene or offensive material.
- I understand that I am prohibited from downloading or installing any personal software with inappropriate material on school technology.
- I will not degrade or disrupt school or Internet network services or equipment, as such activity is considered a crime under state and federal law; this includes but is not limited to tampering with computer hardware and software, vandalizing data, invoking computer viruses or attempting to gain access to restricted or unauthorized network services.
- I understand that Principals, or their designees, will be responsible for disseminating and enforcing policies and enforcing procedures in the buildings under their control and will ensure that all users complete and sign an agreement to abide by the policies and procedures.
- I understand and agree with the school district contract for computer use in the schools and that the David Douglas School District will cooperate fully with local, state or federal officials in any investigation concerning or relating to misuse of the district's system or network.
- I will return all district provided technology upon retirement, resignation, or termination.

#### VIOLATIONS/CONSEQUENCES:

- Violations of the is agreement may be subject to discipline up to and including dismissal in accordance with Board policy, collective bargaining agreements, contract for contracted services, and applicable provisions of law.
- Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
- Violations of applicable Teacher Standards and Practices Commission (TSPC), Standards for Competent and Ethical Performance of Oregon Educators will be reported to TSPC for all licensed staff.

(signed electronically)

## David Douglas School District – Responsible Use Policy PK-5

Students and Parents/Guardian: PLEASE READ THIS TOGETHER, SIGN AND RETURN TO YOUR STUDENT'S SCHOOL.

### Statement of Purpose

David Douglas School District teachers and students use technology and internet-based tools (e.g., Google Apps for Education, Online Curriculum, online multimedia, etc.) in their classrooms on a regular basis to meet the district's standards and prepare students to live and work in the digital age. These technologies improve student communication and collaboration skills, provide a real audience, and extend learning beyond the classroom walls while building digital citizenship skills. Student access to technology will require responsible, courteous, efficient, and legal use. Our goal in providing access to these resources is to enhance the education of our students and to educate them in responsible and appropriate use. It is important that students and parents recognize that information posted on the internet is public and permanent and needs to be appropriate.

I understand that my use of any district technology ( computer, network, internet, resources, etc.) will be monitored. I understand if I violate this agreement, the district's policies and procedures, or student handbook, I may not be able to use technology or may experience other appropriate consequences. I acknowledge that my communications while using district technology (i.e., Google Apps) is neither private nor confidential.

### Terms of Agreement:

1. I agree to follow my teacher's/building/district instructions when using technology.
2. I agree to be polite considerate and to use appropriate language, and I agree never to use technology to bully, harm, or frighten others.
3. I agree to be polite and use appropriate language. I will not swear, use vulgarities, use ethnic or racial slurs, access inappropriate websites, engage in hacking or vandalism, or view obscene or offensive material.
4. I agree to tell an adult if I read, see, or access something inappropriate.
5. I agree to use technology carefully and to conserve district resources.
6. I agree not to share my passwords, except with my teacher or parent/guardian (FERPA).
7. I agree to only use my own files and folders and I will not access another individual's files and folders without their permission.
8. I agree that I will not reveal or post personal information belonging to myself or another person (i.e., passwords, address, and telephone number).
9. I agree to follow copyright laws.

### Violations of Acceptable Use Policy

- Suspension of computer privileges.
- Notification of parents.
- Detention, suspension, expulsion from school and school-related activities.

Students and Parent/Guardian: By signing my name below I agree to these terms and I have read and discussed this Responsible Use Agreement.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Guardian Signature

\_\_\_\_\_  
Date

## David Douglas School District – Responsible Use Policy 6-12

Students and Parents/Guardian: PLEASE READ THIS TOGETHER, SIGN AND RETURN TO YOUR STUDENTS' SCHOOL.

### Statement of Purpose

David Douglas School District teachers and students use technology and internet-based tools (e.g., Google Apps for Education, Online Curriculum, online multimedia, etc.) in their classrooms on a regular basis to meet the district's standards and prepare students to live and work in the digital age. These technologies improve student communication and collaboration skills, provide a real audience, and extend learning beyond the classroom walls while building digital citizenship skills. Student access to technology will require responsible, courteous, efficient and legal use. Our goal in providing access to these resources is to enhance the education of our students and to educate them in responsible and appropriate use. It is important that students and parents recognize that information posted on the internet is public and permanent and needs to be appropriate.

I understand that my use of any district technology (computer, network, Internet, resources, etc.) will be monitored. I understand if I violate this agreement, the district's policies and procedures, or student handbook, I may not be able to use technology or may experience other appropriate consequences. I acknowledge that my communications while using district technology (i.e., Google Apps) is neither private nor confidential.

### Terms of Agreement:

1. I agree to follow teacher/building/district instructions when using technology and use technology carefully, productively, appropriately, and primarily for school-related purposes.
2. I agree to be polite, considerate, and to use appropriate language, I agree never to use technology to bully, abuse, harm, or frighten others.
3. I agree to be polite and use appropriate language. I will not swear, use vulgarities, use ethnic or racial slurs, access inappropriate websites, engage in hacking or vandalism, or view obscene or offensive material.
4. I agree to tell an adult if I read, see, or access something inappropriate, or I witness inappropriate use of technology. I agree not to interfere with or circumvent any filter or security measure.
5. I agree to use technology responsibly and to conserve district resources, such as server space, bandwidth, and printing capacity and to otherwise use resources as designed.
6. I agree not to share my passwords, except with my teacher or parent/guardian. I agree that I will use complex passwords.
7. I agree to only use my own files and folders I will not access another individual's files and folders without their permission.
8. I agree that I will not reveal or post personal information belonging to myself or another person (i.e., passwords, address and telephone number).
9. I agree to adhere to copyright laws and license and terms of use agreements.

### Violations of Acceptable Use Policy

- Suspension of computer privileges.
- Notification of parents.
- Detention, suspension, expulsion from school and school-related activities.
- Legal action and/or prosecution.

Students and Parent/Guardian: By signing my name below, I acknowledge that I have read and discussed this Responsible Use Agreement.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Guardian Signature

\_\_\_\_\_  
Date