

Electronic Communications System

General District Responsibilities

The district will:

1. Designate staff as necessary to ensure coordination and maintenance of the district's electronic communications system;
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 relating to misuse of the district's system;
4. 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;
5. Retain ownership and control of its computers, hardware, software and data at all times. 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, school administrators may routinely review user files and communications. The district will inform system users that files and other information, including E-mail, generated or stored on district or ESD servers are not private and may be subject to such monitoring;
6. 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;
7. Install and use desktop and/or server virus detection and removal software;
8. Provide E-mail access for those authorized to use the district's system consistent with district mission and goals;
9. Inform appropriate system users that E-mail sent or received by a public official 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;

10. Ensure all 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.

System Access

1. Access to the district's system is authorized to the following:
 - a. Board members;
 - b. District employees;
 - c. Students in grades K-12 with parent approval and/or when under the direct supervision of staff;
 - d. Volunteers, contractors or others as authorized by the system coordinator or district administrators.
2. Users may be permitted to use the district's system only to conduct business related to the management or instructional needs of the district or to conduct research related to education consistent with the district's mission and goals.

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 commercial or personal gain purposes;
- b. Attempts to use, reproduce or distribute material 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. This prohibition includes attempts to gain unauthorized access to restricted information, networks, other user's accounts or files;
- d. Attempts to intentionally access or download any text file or picture or engage in any conference that includes material which is libelous, obscene, indecent, vulgar, profane or lewd; advertises any product or service not permitted to minors by law; constitutes insulting or fighting words, the very expression of which injures or harasses others; or presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation of the school or school activities, will cause the commission of unlawful acts or violation of lawful Board policies and/or administrative regulations;
- e. Attempts to gain access to any service via the district's system which has a cost involved or attempts to incur other types of unauthorized costs. The user accessing such services will be responsible for these costs;

- f. Attempts to post or publish personal student contact information unless authorized by the system coordinator or teacher. Personal contact information includes photograph, age, home, school or work addresses or phone numbers;
- g. 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.

2. Guidelines/Etiquette

Appropriate system use etiquette is expected of all users and is explained in district training sessions.

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 may be reported to law enforcement officials.
- 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 may be reported to law enforcement officials.

3. Others

- a. Other guest users who violate general system user prohibitions may be subject to suspension of system access up to and including permanent revocation of privileges.
- b. Violations of law may be reported to law enforcement officials.

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.

Sample Parent Letter

Dear Parents:

Your student has [requested] [been selected] to participate in the district's electronic communications program and needs your permission to do so. Your student will be able to communicate with other schools, colleges, organizations and individuals around the world through the Internet and other electronic information systems/networks.

The Internet is a system which links networks creating a large and diverse communications network. Internet access allows your student the opportunity to reach out to many other people to share information, learn concepts and research subjects by the sending and receiving of messages using a computer, modem and phone lines.

With this educational opportunity also comes responsibility. It is important that you and your student read the enclosed district policy, administrative regulation and agreement form and discuss these requirements together. Inappropriate system use will result in discipline up to and including expulsion from school, suspension or revocation of your student's access to the district's system and/or referral to law enforcement officials.

Although the district is committed to practices that ensure the safety and welfare of system users, including the use of technology protection measures such as Internet filtering, please be aware that there may still be material or communications on the Internet that district staff, parents and students may find objectionable. While the district neither encourages nor condones access to such material, it is not possible for us to eliminate that access completely.

Attached to this letter are the following important documents:

1. An agreement for your student to read and sign stating his/her agreement to follow the district's Electronic Communications System policy and administrative regulation. This agreement requires your signature. It must be signed and renewed each year and will be kept on file at the school;
2. The district's Electronic Communications System policy and administrative regulation.

Please review these materials carefully with your student and return the attached agreement form to the [school office] indicating your permission or denial of permission for your student to participate in the district's electronic communications system.

Sincerely,

[System Coordinator/Administrator]

Student Agreement for an Electronic Communications System Account

Student agreement must be renewed each academic year.

Student Section

Student Name _____ Grade _____

School _____

I have read the district's Electronic Communications System policy and administrative regulation and agree to abide by their provisions. I understand that violation of these provisions will result in discipline up to and including expulsion from school and/or suspension or revocation of system access and related privileges and/or referral to law enforcement officials.

Student Signature _____ Date _____

Sponsoring Parent

I have read the district's Electronic Communications System policy and administrative regulation. I will monitor my student's use of the system and his/her potential access to the world-wide Internet and will accept responsibility for supervision in that regard if and when my student's use is not in a school setting. In consideration for the privilege of using the district's Electronic Communications System and in consideration for having access to the public networks, I hereby release the district, its operators and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my, or my student's use, or inability to use, the system including, without limitation, the type of damages identified in the district's policy and administrative regulation.

- I give my permission to issue an account for my student and certify that the information contained on this form is correct.
- I do not give my permission for my student to participate in the district's communications system.

Signature of Parent _____

Home Address _____

Date _____ Home Phone Number _____

This space reserved for System Coordinator

Assigned Username: _____ Assigned Password: _____

Agreement for an Electronic Communications System Account
(Nonschool System User)

I have read the district's Electronic Communications System policy and administrative regulation and agree to abide by their provisions. I understand that violation of these provisions will result in suspension or revocation of system access and related privileges and/or referral to law enforcement officials.

In consideration for the privilege of using the district's Electronic Communications System and in consideration for having access to the public networks, I hereby release the district, its operators and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use or inability to use the system including, without limitation, the type of damages identified in the district's policy and administrative regulation.

Signature _____

Home Address _____

Date _____ Home Phone Number _____

This space reserved for System Coordinator

Assigned Username: _____ Assigned Password: _____