

## 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 ESD means material that is inconsistent with general public education purposes, the ESD’s mission and goals.<sup>1</sup>
6. “ESD proprietary information” is defined as any information created, produced or collected by ESD staff for business or education purposes of the ESD including but not limited to student information, staff information, parent or patron information, curriculum, forms and like items used to conduct the ESD’s business.
7. “ESD software” is defined as any commercial or staff developed software acquired using ESD resources.

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<sup>1</sup>As inappropriate matter is not defined in the CIPA or regulations, districts should define the scope of what it will regard as inappropriate matter. The language provided in #5. is intended as a guide only.

## **General District Responsibilities**

The ESD will:

1. Designate staff as necessary to ensure coordination and maintenance of the ESD's electronic communications system which includes all ESD computers, email and Internet access;
2. Provide staff training in the appropriate use of the ESD's system including copies of ESD 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 ESD 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 ESD proprietary information downloaded to staff personal electronic devices as necessary to accomplish ESD 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 ESD's system;
6. Use only properly licensed software, audio or video media purchased by the ESD or approved for use by the ESD. The ESD 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. Technology protection measures may be disabled for an administrator, supervisor or individual as authorized by the Superintendent, 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, chat rooms and other forms of direct electronic communication;
11. Provide student education about safe and appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking and social media sites and any other sites where personal information could be exposed and in chat rooms;
12. Determine which users and sites accessible as part of the ESD's system are most applicable to the curricular needs of the ESD and may restrict user access, accordingly;

13. Determine which users will be provided access to ESD's email system;
14. Determine which users will be provided access to the ESD's email system;
15. Notify appropriate system users that:
  - a. The ESD 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 ESD's information system are the ESD's property and are to be used for authorized purposes only. Use of ESD equipment or software for unauthorized purposes is strictly prohibited. To maintain system integrity, monitor network etiquette and ensure that those authorized to use the ESD's system are in compliance with Board policy, administrative regulations and law, school administrators may routinely review user files and communications;
  - b. Files and other information, including email, sent or received, generated or stored on ESD servers are not private and may be subject to monitoring. By using the ESD's system, individuals consent to have that use monitored by authorized ESD personnel. The ESD reserves the right to access and disclose, as appropriate, all information and data contained on ESD computers and ESD-owned email system;
  - c. The ESD may establish a retention schedule for the removal of email;
  - d. Email 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 ESD's computers and email system may become discoverable evidence if a public records request is made or a lawsuit is filed against the ESD. "Deleted" or "purged" data from ESD computers or email system may be retrieved for later public records disclosure or disciplinary purposes, as deemed necessary by the ESD;
  - f. The ESD may set quotas for system disk usage. The ESD 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 must meet ESD requirements and must be kept confidential at all times.
  - h. Transmission of any materials regarding political campaigns is prohibited.
16. Ensure all student, staff and non-ESD system users complete and sign an agreement to abide by the ESD's electronic communications policy and administrative regulations. All such agreements will be maintained on file in the school office.
17. Notify users of known copyright infringing activities and deny access to or remove the material.

### **System Access**

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

Board members, ESD employees, students in grades K-16, with parent approval and when under the direct supervision of staff, and ESD volunteers, ESD contractors or other members of the public as authorized by the system coordinator or ESD administrators consistent with the ESD's policy governing use of ESD equipment and materials.
2. Students, staff, Board members, volunteers, ESD contractors and other members of the public may be permitted to use the ESD's system for personal use, in addition to official ESD business,

consistent with Board policy, general use prohibitions/guidelines/etiquette and other applicable provisions of this administrative regulation. Personal use of ESD-owned computers including Internet and email access by employees is prohibited during the employee's work hours. Additionally, Board member and employee use of ESD-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 ESD's policy governing use of ESD equipment and materials.

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

Operation of the ESD'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 ESD's system.

#### **1. Prohibitions**

The following conduct is strictly prohibited:

- a. Attempts to use the ESD'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.
2. Attempts to upload, download, use, reproduce or distribute information, data software or file share music, videos or other material on the ESD's system in violation of copyright law or applicable provisions of use or license agreements;
3. Attempts to degrade, disrupt or vandalize the ESD's equipment, software, materials or data or those of any other user of the ESD's system or any of the agencies or other networks connected to the ESD'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 ESD;
  - 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 ESD'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 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 email 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 ESD's system, unless authorized by the system coordinator or teacher and with prior parent approval;
9. Attempts to use the ESD's name in external communication forums such as chat rooms without prior ESD authorization;
10. Attempts to use another individual's account name or password, or to access restricted information, resources or networks to which the user has not been given access.

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

### **Complaints**

Complaints regarding use of the ESD's Electronic Communications System may be made to the chief information officer or his/her designee. The ESD's established complaint procedure will be used for complaints concerning violations of the ESD's Electronic Communications System policy and/or administrative regulation. See Board policy KL and accompanying administrative regulation.

### **Violations/Consequences**

#### **1. Students**

Students who violate general system user prohibitions shall be subject to discipline up to and including expulsion and/or revocation of system access up to and including permanent loss of privileges.

- a. Violations of law will be reported to law enforcement officials and may result in criminal or civil sanctions.
- b. Disciplinary action may be appealed by parents, students and/or a representative in accordance with established ESD 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 GSPC.
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 ESD 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 ESD's system.
2. Any disputes or problems regarding phone services for home users of the ESD'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 ESD's system may provide access to materials that may be considered objectionable and inconsistent with the ESD's mission and goals. Parents should be aware of the existence of such materials and monitor their student's home usage of the ESD'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 ESD.
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 ESD's system. These individuals and agencies are not affiliated with the ESD. 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 ESD makes no warranties or representation whatsoever with regard to any goods or services provided by the seller. ESD 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 ESD 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 ESD's system is provided on an "as is, as available" basis. The ESD 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.

### **Component Districts**

To alleviate unnecessary duplication the ESD will honor the component district parent letter notification and student agreement for Electronic Communication Systems Account for student use.

## Sample Parent Letter

Dear Parents:

Your student has [requested] [been selected] to participate in the ESD'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 ESD 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 ESD's system and/or referral to law enforcement officials.

Although the ESD 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 ESD staff, parents and students may find objectionable. While the ESD 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 ESD'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 ESD'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 ESD's electronic communications system.

Sincerely,

Chief Information Officer



## Student Agreement for an Electronic Communications System Account

Student agreement must be renewed each academic year.

### 1. Student Section

Student Name \_\_\_\_\_ Grade \_\_\_\_\_

School \_\_\_\_\_

I have read the ESD'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 \_\_\_\_\_

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### 2. Sponsoring Parent

I have read the ESD'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 ESD's Electronic Communications System and in consideration for having access to the public networks, I hereby release the ESD, 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 ESD'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 ESD's communications system.

Signature of Parent \_\_\_\_\_

Home Address \_\_\_\_\_

Date \_\_\_\_\_ Home Phone Number \_\_\_\_\_

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This space reserved for Chief Information Officer

Assigned Username: \_\_\_\_\_ Assigned Password: \_\_\_\_\_

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

I have read the ESD'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.

I understand that I may use my personal electronic device (PED) for education related purposes and that certain ESD proprietary information may be downloaded to my PED. I agree that any ESD proprietary information downloaded on my PED will only be as necessary to accomplish ESD purposes, obligations or duties, and will be properly removed from my PED when the use on my PED is no longer authorized. I insure that the personal electronic device in use is owned by me, and I am in complete control of the device at all times. I agree to follow all ESD requirements on maintaining data security and confidentiality including insuring my PED is password protected and using encryption procedures, as appropriate.

In consideration for the privilege of using the ESD's Electronic Communications System and in consideration for having access to the public networks, I hereby release the ESD, 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 ESD's policy and administrative regulation.

Signature \_\_\_\_\_

Home Address \_\_\_\_\_

Date \_\_\_\_\_ Home Phone Number \_\_\_\_\_

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This space reserved for Chief Information Officer

Assigned Username: \_\_\_\_\_ Assigned Password: \_\_\_\_\_