

GENERAL

Computer network service through the Internet provides an electronic highway connecting millions of computers around the world. Students and staff can access information and news from educational and research institutions, send and receive electronic mail (e-mail), take part in distance learning activities, consult with experts, and view library holdings by using the Internet.

Internet access is a service provided by this district. The system administrators of the computer network service are employees of this district and reserve the right to monitor all activity on the computer network service. On acceptance for use of the computer network service, students and staff will be given a user ID (name) and password.

Users may encounter information on the Internet and other computer network services that may be perceived as controversial or potentially harmful. Because of the changing information and sources of information on such computer network services, it is impossible to monitor the content. This school district cannot control the Internet and other computer network services' sources of information. Rather, this district will strive to provide students with the understanding and skills needed to use computer network services in an appropriate manner.

PRIVILEGES AND RESPONSIBILITIES

The use of this district's computer networking capabilities is a privilege, not a right. Permission from parents/guardians is required before students may access the computer network services. All school district users must sign an Acceptable Use Agreement before access is permitted. This agreement will be renewed annually during enrollment no later than September 30.

Student and staff freedom of speech and access to information will be honored; however, this school district reserves the right to monitor and review all electronic transmissions and activities. Access may be denied, revoked, or suspended to specific school district users at any time because of inappropriate use. Further disciplinary action may also occur.

Use of this district's computer networking capabilities must be directly related to education consistent with the instructional objectives of this district.

INFORMATION CONTENT

This school district provides students and staff access to other computer systems around the world through the Internet. This district and its administrators do not have control of the content of information that may be found in other computer systems. Some computer systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal materials. This district does not condone the use of such materials and does not knowingly permit use of such materials in the school environment. Parents of students should be aware that such materials exist. Students bringing such materials into the school environment will be dealt with according to the discipline policies of the individual school building and this district. Intentionally

accessing or using such materials may result in termination of access to this district's computer network servicing capacities as well as in-school suspension, suspension from school or school expulsion; or disciplinary actions to staff, including termination.

The computer network services provided by this district may not always meet students or staff requirements or be uninterrupted or error-free. It is provided on an "as-is, as-available" basis. No warranties are made or given with respect to any service and any information or software contained therein.

ONLINE USE

All school policies and rules pertaining to behavior and communications apply. The use of this district's computer network services capabilities must be for educational purposes only and be consistent with this district's mission.

1. Use may not be for private or commercial purposes. Users will not attempt to sell or offer for sale any goods or services that could be construed as a commercial enterprise, unless approved by the board of trustees or their authorized representative.
2. Illegal activity is prohibited.
 - a. Sending, receiving, or accessing obscene or pornographic material is prohibited and punishable by law.
 - b. Sending, receiving, or accessing harassing or objectionable material is prohibited.
3. Using programs to infiltrate a computing system and/or damage the software components is prohibited.
4. Students and staff will use the computer network service resources efficiently to minimize interference with others.
5. Users are responsible for making back-up copies as needed.
6. Users are responsible for taking precautions against computer viruses on their own equipment and this school district's equipment.

ONLINE CONDUCT

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

1. Users may not be abusive in their messages to others.
2. Users may not swear, use vulgarities or any other inappropriate language.

3. Users may not reveal personal information of others and should be cautious when revealing users' own personal information (home address, phone number, etc.).
4. The computer network service may not be used in such a way that use would disrupt the use of the computer network service by others.
5. All communications and information accessible via the computer network service should be assumed to be private property but open to school district scrutiny.
6. Users will not submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material, nor may they encourage the use of controlled substances.
7. Users will not transmit materials, information or software in violation of any local, state or federal law.
8. Attempts to log in to the system using another user's account will result in termination of the user's account.
9. Users will not use district computers to play games unless said game is associated with curriculum or curriculum based software.

Any action by a school district user that is determined by the designated administrator to constitute an inappropriate use of this district's computer network service or to improperly restrict or inhibit other users from using and enjoying this district's computer network service is strictly prohibited and may result in disciplinary action.

COPYRIGHTED MATERIAL

Copyrighted material will not be placed on any system connected to this district's computer network service without the author's written permission. The following will apply to copyrighted materials:

1. Only the owner(s) or persons specifically authorized may upload copyrighted material to the computer network service.
2. Users may download only that copyrighted material for which permission has been requested and granted, or that falls within the fair use exception to the copyright laws.
3. A user may redistribute a copyrighted program only with the express written permission of the owner or authorized person or as provided by the fair use exception.

ELECTRONIC MAIL

Electronic mail (“e-mail”) is a private electronic message sent by or to a user in correspondence with another person having Internet mail access. The following provisions apply to e-mail:

1. Messages received by the computer network service are retained on the system until deleted by the recipient.
2. A canceled computer network service account will not retain its e-mail. Users are expected to remove old messages in a timely fashion.
3. The system administrators may remove such messages if not attended to regularly by the users.
4. It should be recognized by users that e-mail may be viewed by others. There is no guarantee of confidentiality.
5. The system administrators will not intentionally inspect the contents of e-mail sent by one user to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law or by policies of this district, or to investigate complaints regarding e-mail which are alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
6. This district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any e-mail transmitted on this district’s computer network service.
7. Students will only be permitted to use district network or computers to develop or transmit electronic mail as directed under the supervision of a teacher as part of the curriculum of a class. Students violating this policy will be referred to the administrators for disciplinary action to include possible loss of computer privileges.

THIRD-PARTY SUPPLIED INFORMATION

Opinions, advice, services and all other information expressed by students, staff, information providers, service providers, or other third party personnel on the computer network service provided by this district are those of the individual and do not represent the position of this district.

DISK USE

The system administrators reserve the right to set quotas for disk use on the computer system. Users exceeding their quota will be required to delete files to return to compliance. Users may request that their disk quota be increased by submitting a request stating the need for the quota increase. In determining whether to grant the request, the designated administrator will review the space available and the reason for the request. The decision of the administrator regarding disk use is final and not appealable. A user who remains in non-compliance of disk space quotas after seven (7) days of notification will have his or her files removed by a system administrator.

SECURITY

Security on any computer system is a high priority. All school district users will meet the following requirements:

1. If a user feels that he or she can identify a security problem on the computer network service, the user will notify a school administrator. The user will not demonstrate the problem to others.
2. Users may not let others use their account and password nor will they leave their account open or unattended.
3. Users will change passwords regularly, using combinations of letters and numbers and will avoid using standard English words and names.
4. Users will immediately notify a school administrator if their password is no longer secure, or if they have reason to believe that someone has obtained unauthorized access to their account.
5. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the computer network service.

VANDALISM

Vandalism will result in disciplinary actions. Vandalism is defined as any malicious attempt to harm or destroy data of another users, the computer network service, or any of the agencies or other computer network services that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses, deleting internet history, cookies, cache or files.

STUDENT DISCIPLINE

Violation of this policy may result in the following disciplinary actions:

1. A student may lose computer privileges/network access. The length of loss will depend on age and severity of the infraction as determined by the system administrator.
2. A student who has exhibited a pattern of abuse or flagrant violations, or who continues to engage in serious or persistent misbehavior by violating this policy may lose all computer privileges/network service access for the remainder of the school year.
3. A student may be removed from class, suspended, or expelled from school if he or she engages in conduct on the computer network service that could be considered criminal, as defined by federal and/or state law. Students committing criminal acts may be prosecuted. Expulsion may be considered for flagrant violations of this policy.

4. Each student is responsible for any damage he or she may cause to this district's computers or to the computer network service. The student must pay all costs incurred in restoring the computer or the network service to its previous working order.
5. If a class requires the use of a computer and/or the computer network service, a student who has lost computer privileges under this policy will be allowed to participate under constant direct teacher supervision unless he or she has been removed from the class.

UPDATING USER ACCOUNT INFORMATION

The computer network service may occasionally require new registration and information from users to continue the service. Users must notify the designated administrator of any changes/deletions in user information (address, phone, name, etc.).

TERMINATION OF ACCOUNT

A user's access to, and use of, the computer network service may be terminated at any time by notifying a system administrator. An account that is inactive for more than thirty (30) days may be removed along with that user's files without notice given to the user.

An administrator reserves the right, at his or her sole discretion, to suspend or terminate users' access to and use of the computer network service upon any violation of this policy.

This district's administration, faculty and staff may request the system administrator to deny, revoke, or suspend specific user access.



LEGAL REFERENCE:

17 USC Section 1001, *et seq.*

Idaho Code Sections

6-210

18-2201

18-2202

ADOPTED: December 13, 1999

AMENDED: August 14, 2000

March 8, 2004

ATTACHMENT: Computer Network Service User Agreement

**MELBA SCHOOL DISTRICT #136J
COMPUTER AND NETWORK SERVICE USER AGREEMENT**

I understand and will abide by this district's policy titled "Computer and Network Service." Should I commit any violation of the policy, my access privileges may be revoked and school disciplinary and/or appropriate legal action may be taken.

User Signature: _____ Date: ____ / ____ / ____

Print Name: _____

PARENT OR GUARDIAN (If you are 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 this district's policy entitled "Computer and Network Service." I understand that this access is designed for educational purposes and this district has taken available precautions to eliminate controversial material. **However, I also recognize it is impossible for this district to restrict access to all controversial materials, and I will not hold it responsible for materials acquired on the computer network service.** Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian (please print): _____

Signature: _____ Date: ____ / ____ / ____

User's Full Name (please print): _____

School: _____ Grade: _____

Home Address: _____

Home Phone: _____ Work Phone: _____

I am a:

- Student of this district and will graduate in _____
- Certified staff member of this district, teaching _____
in grade _____ at _____
- Noncertified staff user of this district working as a _____
- Other user authorized by the district _____