

JIK—Computer and Network Acceptable Use

Right to Access

Any person accessing an electronic device, including personally owned electronic devices at school or through school-sponsored activities, shall adhere to the following standards of use and conduct. Failure to do so may result in the termination of rights of computer and network access and may include further disciplinary action.

This document constitutes a formal agreement between the User and White Pine Charter School. Each staff person and student who wishes to access the School's computers and/or network must sign, affirming he/she understands the responsibility of maintaining this privilege.

Definitions

WPCSNet: all Local Area Computerized Networks which includes all attached equipment (computers, printers, servers, hand held devices, and other connecting devices) that make up the Wide Area Networking System of White Pine Charter School.

Electronic mail ("E-mail"): an electronic message sent by or to a User in correspondence with another person having e-mail access.

On-line services (Internet): a communications tool whereby information, reference material, and messages are sent and retrieved electronically on personal computers.

Student: any Student that is enrolled in White Pine Charter School.

Staff Member: all employees working in any capacity for White Pine Charter School.

User: all Staff Members or Students that use WPCSNet in any capacity.

Standards of Use

1. The User agrees not to publish on or over WPCSNet any information which violates or infringes upon the rights of others or any information which would be abusive, profane or sexually offensive to an average person, or which without the approval of the Administrator, or designee, contains any advertising or any solicitation of other Users to use goods or services.
2. The User agrees not to use the facilities and capabilities of WPCSNet to conduct any business or activity or to solicit the performance of any activity that is prohibited by law or School policy.
3. Because WPCSNet provides, through the Internet, World Wide Web computer access, the User and the parent of a Student User specifically understands that the Administrator, or designee's and the School do not have control of information residing on other systems.
4. Measures to restrict minors' access to harmful materials include Internet filtering School-wide. The School recognizes and advises the User that no filter provides complete blocking of all harmful materials.

5. The User and the parent of a Student User are advised that some electronic communications including chat rooms, instant messaging, news groups, and e-mail, may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
 - a. The School does not condone or permit the use of such materials in the school environment.
 - b. A User knowingly bringing such materials into the school environment will be dealt with according to the discipline policies of the individual school building and the School, and such activities may result in termination of access to WPCSNet, termination of employment, and/or school expulsion.

Netiquette/On-Line Conduct

1. The User is expected to abide by generally accepted rules of network etiquette, including, but not limited to:
 - a. Be polite. Do not get abusive in your messages to others.
 - b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
 - c. Illegal activities, including "hacking," are strictly forbidden.
 - d. Do not reveal personal information of others and be cautious when revealing your own personal information (credit card numbers, social security number, home address, phone number, etc.)
 - e. Do not use the network in such a way that you would disrupt the use of the network by other Users.
 - f. All communications and information accessible via the network should be assumed to be private property of White Pine Charter School.
 - g. Do not submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor encourage the use of controlled substances.
 - h. Do not transmit materials, information or software in violation of any local, state or federal law or School policy.
2. Any action by the User that is determined to constitute inappropriate use of WPCSNet or to improperly restrict or inhibit other Users from using WPCSNet is strictly prohibited and may result in disciplinary action.
3. The User specifically agrees to indemnify the School and the Administrator, or designee's for any losses, costs, or damages, including reasonable attorneys' fees, relating to, or arising out of any breach of this agreement by the User.
4. WPCSNet is to be used by the User for his/her professional/educational benefit. Commercial uses, such as promoting or advertising any business, are strictly prohibited.

- a. WPCSNet may not be used to promote any political or charitable cause or organization, including soliciting of funds, unless it is a School or a School's school sanctioned cause.
- b. Personal use by the User is to be limited to time when the User is not providing paid services for School.
- c. Use of the network is a privilege, not a right.
- d. Inappropriate use will result in the removal of privileges.
- e. Unauthorized equipment connected by the User to WPCSNet, harmful to network performance, is not allowed.
- f. The User may not attach any equipment or cabling that may cause WPCSNet to be out of accepted network specifications. Any such equipment will be removed when found.
- g. The User may not perform any maintenance of equipment connected to WPCSNet, unless authorized by the Administrator, or designee, nor has the right to authorize such.
- h. The User can not install, connect, or use unauthorized equipment on WPCSNet unless authorized by the Administrator, or designee.

Software Libraries

1. Public domain files, or files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries by the User.
2. Any software having the purpose of damaging other Users' systems or WPCSNet (e.g. computer viruses) is specifically prohibited.
3. The Administrator, or designee, or their designees reserves the right to refuse posting of files and to remove files.
4. The Administrator, or designee, further reserves the right to immediately terminate the account of any User who misuses the software libraries.
5. The Administrator, or designee, does not necessarily inspect software uploaded by Users and the School does not guarantee the suitability or performance of any software downloaded from WPCSNet or other accessed services.
6. The User is responsible for inoculating all uploaded/downloaded software for viruses.

Copyrighted Material

1. Copyrighted material must not be placed on any system connected to WPCSNet without purchasing the appropriate license or obtaining the author's permission.
2. Only the owner(s) or persons they specifically authorize may upload copyrighted material to WPCSNet.
3. The User may download copyrighted material for his/her own use.

4. The User may non-commercially redistribute a copyrighted program only with the permission of the owner or authorized person expressed in the document, on WPCSNet, or obtained directly from the author.

Electronic Mail

1. The User is expected to remove old messages in a timely fashion and System
2. The Administrator, or designee, may remove such messages if not attended to by the User.
3. No School employee or student may use the School's e-mail or on-line services (Internet) for the promotion of:
 - a. election or political campaigns,
 - b. issues dealing with private or charitable organizations or foundations, or
 - c. ballot issues.
4. Use for other informal or personal purposes is permissible within reasonable limits.
5. E-mail should not be considered private.
 - a. The School's e-mail and Internet systems are intended to be used for educational purposes only.
 - b. All e-mail/Internet records are considered School records and should be transmitted only to individuals who have a need to receive them.
 - c. Additionally, School records and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process.
 - d. Administrator, or designee's may investigate complaints regarding e-mail which is alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material to School, local, state, or federal officials in investigations concerning any e-mail transmitted on WPCSNet.
 - e. While the School does not intend to regularly review Users' e-mail/Internet records, Users have no right or expectation of privacy in e-mail or the Internet.
 - f. The School owns the computers and software making the e-mail and Internet system and permits the Users to use them in the performance of their duties for the School.
 - g. E-mail messages and Internet records are to be treated like shared paper files, with the expectations that anything in them is available for review by the Administrator, or designee.
 - h. Consequently, Users should always ensure that the educational information contained in e-mail/Internet messages is accurate, appropriate, and lawful.

6. E-mail/Internet messages by employees may not necessarily reflect the views of the School.
7. Abuse of the e-mail or Internet systems, though excessive personal use, or use in violation of the law or School policies, will result in disciplinary action, up to and including termination of employment

Vandalism

1. Vandalism will result in disciplinary actions.
2. Vandalism is defined as any attempt to harm or destroy data of another User. WPCSNet, or any of the agencies or other networks that are connected to WPCSNet.
3. This includes, but is not limited to, the uploading or creation of computer viruses.

Termination of Account

1. A User's access to WPCSNet may be terminated at any time by the User by notifying an Administrator, or designee.
2. Accounts inactive for more than 30 days (and associated files) may be removed without notice to the User.
3. The School administration, faculty, and/or staff may request the Administrator, or designee, to deny, revoke, or suspend a User's access.
 - a. The Administrator, or designee, reserves the right, at their sole discretion, to suspend or terminate a User's access.
 - b. The Administrator, or designee, reserves the right, at their sole discretion, to suspend or terminate a User's access to WPCSNet upon any breach of the terms of this agreement by the User.
 - c. Prior to a suspension or termination or as soon after as is practicable, the Administrator, or designee, will inform the User of the suspected breach and give the User an opportunity to present an explanation.
 - d. The User may request a review hearing with a different Administrator, or designee, than the one who imposed the suspension or termination within seven (7) days of such suspension or termination.
 - e. After the review, access may be restored if the Administrator, or designee, upholds User's appeal.

Personal Information

1. The School will not disclose personal information without expressed consent of the User.
2. There will be no unauthorized disclosure, use, or dissemination of personal information regarding minors.

- 3. The Administrator, or designee, reserves the right to cooperate fully with the School, local, state, or federal officials in investigations concerning illegal activities on WPCSNet.

Full Disclosure

I have had all my questions answered regarding this Computer and Network Acceptable Use policy. I further understand that any violation of the regulations above 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.

Name

Signature

Date

References *Idaho Constitution Article III, Section 1*
 Idaho Code §§ 33-132, 18-1514, 15-18
 Idaho Attorney General Opinion No. 95-07