

## **Telfair County Schools**

### **Electronic Network and Internet Use Agreement**

*All students and staff of the Telfair County School System must read the Electronic Network Use Agreement and shall indicate acceptance by signing.*

The Telfair County School System maintains and supports an electronic network (ENI) for students and teachers. The ENI includes local networks, wide-area networks, and access to world-wide networks such as the Internet. The ENI, hardware and software that support access are the property of the Telfair County School System and shall be used solely in support of the Telfair County School System's instructional and administrative programs. The goal in providing this service to teachers and students is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. The Telfair County School System has taken precautions to restrict access to controversial materials however, on a global network it is impossible to control all materials and an industrious user may discover controversial information. We firmly believe that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may procure material that is not consistent with the educational goals of the Telfair County School System.

School System administrators and faculty shall be responsible for monitoring all use of the ENI at their facilities. Student access to the ENI shall be under the supervision of a teacher or other appropriate staff members. The smooth operation of the ENI relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of the ENI's resources. If a user violates any of these provisions, his or her account will be terminated and future access could possibly be denied. The signature(s) at the end of this document is (are) legally binding and indicates the user (users) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

#### **Electronic Network and Internet - Terms and Conditions**

- 1) **Acceptable Use** - The purpose of the ENI is to support research and education by providing access to unique resources and the opportunity for collaborative work. The use of the account must be in support of education and research and consistent with the educational objectives of the Telfair County School System. Use of another organization's network or computing resources must comply with the rules appropriate for that network. This includes, but is not limited to data that:
  - a. violates or infringes upon the rights of any person
  - b. contains material that would be considered abusive, profane or sexually offensive to the average person
  - c. contains any advertisement or solicitation of goods or services that are not school-related
  - d. relates to the user's personal business or commercial activity
  - e. solicits the performance of any unlawful act
  - f. encourages the sale or use of any substance, the possession or use of which is prohibited by the Telfair County School System Student Code of Conduct
  - g. violates any local, state, federal law, Board policy, procedure, or school rules
  
- 2) **Privileges** - The use of the ENI is a privilege, not a right, and inappropriate use may result in the cancellation of those privileges. Unauthorized use of the ENI, intentional deletion, damage to files and data belonging to other users, or copyright violations may be termed theft. Before using the ENI each student will participate in an orientation conducted by a faculty member. The orientation will be on the Telfair County School System Electronic Network Use Agreement, the proper use of the ENI, and ENI etiquette.

An employee's access to, and use of, the ENI will be discontinued when his/her employment is suspended or terminated either voluntarily or involuntarily. An employee who disagrees with a decision to suspend or terminate access to the ENI may file a complaint under the appropriate employee complaint procedure.

A student's access to, and use of, the ENI will be discontinued when the student graduates from high school, withdraws from the Telfair County School System or is suspended or expelled by the Telfair County School System. A student whose access to the ENI has been suspended or terminated may request, in writing, a review of the decision by the Superintendent or his/her designee. Whenever possible, a final determination shall be sent to the student in writing.
  
- 3) **Network Etiquette** – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
  - a) be polite and courteous
  - b) do not be abusive in electronic messages to others
  - c) use of inappropriate language and illegal activities are strictly forbidden
  - d) do not reveal your personal address, social security number, or phone number or those of students or colleagues.

- e) Network and Internet access is provided as an educational tool. The Telfair County School system reserves the right to monitor, inspect, copy, review and store at any time and without prior notices any and all usage of the computer network and Internet access and any an all information transmitted or received in connection with such usage. All such information shall be and remain the property of the Telfair County School system and no user shall have any expectations of privacy regarding such materials.
  - f) do not use the ENI in such a way that you would disrupt the use of the ENI by other users.
- 4) **Disclaimer** - The Telfair County School System makes no warranties of any kind, whether expressed or implied, for the service it is providing. The Telfair County School System will not be responsible for any damages suffered by any user. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own negligence or user errors or omissions. Use of any information obtained via the ENI is at the risk of the user. The Telfair County School System specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 5) **Security** - Security on any computer system is a high priority, especially when the system involves many users. A user identifying a security problem must notify a School System administrator or the ENI administrator. The identifier should not demonstrate the problem to other users. Use of another individual's account is prohibited. Account holders are ultimately responsible for all activities under their account. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the ENI.

Passwords provide an important means of securing the ENI use and preventing security violations. Users must never divulge or allow others to use their passwords. Attempts to log in to the ENI using another user's password, or falsely posing as a School System administrator, or engaging in other security violations will be grounds for termination of privileges and other disciplinary measures. Users should immediately notify an administrator if their password is lost or stolen or if they believe that someone has obtained unauthorized access to their password.

- 6) **Vandalism** - ENI vandalism is prohibited and may result in immediate termination of ENI access and/or other disciplinary measures. Vandalism is defined as any malicious attempt to create computer viruses, modify or destroy the Telfair county School System's hardware, software or data, modifying or destroying the data of another user, the ENI, or any of the agencies or other networks that are connected to the ENI. Abuse of an ENI system may also subject the abuser to criminal penalties.
- 7) **Internet Safety** - The Telfair County School System shall, with respect to access to the Internet by or through computers, networks, or other devices belonging to the Telfair County School System, institute, maintain and enforce procedures or guidelines which:
- a) insure that a qualifying "technology protection measure," as that term is defined in section 1703 (b) (1) of the Children's Internet Protection Act of 2000, is installed and in continuous operation; and
  - b) institute, maintain, and enforce procedures or guidelines which provide for monitoring the online activities of users and the use of the chosen technology protection measure to prevent access to visual depictions that are (i) obscene, (ii) child pornography, or (iii) "harmful to minors," as that term is defined in section 1721 (c) of the Children's Internet Protection Act of 2000.
  - c) Provide for monitoring the online activities of users to limit, to the extent practicable, access by minors to inappropriate matter on the Internet and the World Wide Web;
  - d) Are designed to promote the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
  - e) Are designed to prevent unauthorized access, including so-called "hacking," and other unauthorized activities by minors online;
  - f) Are designed to prevent the unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and
  - g) Are designed to restrict minors' access to materials "harmful to minors," as that term is defined in section 1721(c) of the Children's Internet Protection Act of 2000.
- 8) **Telecommunications and Other Charges** - Use of the ENI in the manner permitted by the Telfair County School System does not generate any additional costs or charges to the Telfair County School System. Therefore, users will not be charged for such use. However, if the ENI is used in a manner that is not allowed by the Telfair County School System, the users engaged in such disallowed uses will be required to pay all costs incurred. In addition, misuse of the ENI in this manner may result in loss of access privileges and other disciplinary measures.
- 9) **Electronic Mail** - Electronic mail (E-mail) allows messages to be sent electronically to and from persons having E-mail access. Messages should be read, saved, and filed appropriately or deleted. Failure to follow proper message handling procedures may result in removal of messages by appropriate school personnel.
- 10) **Monitoring the ENI, Including E-mail** - Use of the ENI is limited to support of the Telfair County School System's educational mission. Therefore, information transmitted or received over the Telfair County School System's ENI (including E-mail) should not be considered "personal" or "private." Messages may be opened and read by the appropriate School administrator or the ENI administrator without the consent of the sender or intended recipient. Local, state or federal

officials may also obtain access to electronic communications in connection with investigations or other purposes. Therefore, use of the ENI for transmitting confidential or personal information should be avoided. In addition, a student or employee found to have used this medium for purposes contrary to this procedure may have privileges terminated and may be subject to disciplinary action pursuant to Board policies and administrative procedures.

- 11) **Copyright Considerations** - Many written materials are the personal property of the author or other persons. Copyright laws protect these ownership interests. It is not always possible, particularly in the midst of classroom activity, to know whether a particular material is protected by copyright laws and, if so, whether a particular use is permitted as "fair use." Therefore, students and employees should assume that any material they access on the ENI is the property of another and that use of the material is restricted by copyright laws, unless there is definitive evidence to the contrary.

Material downloaded from the ENI should not be distributed to others unless such permission is obtained from the owner of the copyright or his/her authorized representative. Users shall not upload computer programs or software of any kind onto the ENI unless they obtain permission in advance from authorized school personnel. Users may upload onto the ENI only material they authored or material that clearly does not belong to any other person. The Telfair County School System accepts no responsibility for violation of copyright laws by employees, students, or other users.

- 12) **Real-time Interactive Communications Areas** - Students, employees, and other users shall not use the real-time conference features of the ENI (talk/chat/Internet relay chat) for electronic chit-chat, other non-educational, or non-work-related communications. Users also must abide by any restrictions posted on the ENI regarding interactive communications.

## Telfair County Schools Electronic Network and Internet Use Agreement

Telfair County Schools have access to the Internet. This is an exciting endeavor; however, this is an area of information access in which our students and staff must proceed with caution. The Telfair County Board of Education recognizes that electronic media such as the Internet offer vast, diverse, and unique resources to both students and teachers that should promote educational excellence in our schools. Strict compliance with all applicable ethical and legal rules and regulations must be maintained by all users of computer software, hardware, and Internet accessibility in the Telfair County School System.

As the parent/guardian of a student in our school system, please be aware of the Electronic Network and Internet Use Agreement found in your child's student handbook. This agreement maintains that the Telfair County School System has taken reasonable precautions to restrict access to inappropriate material over the Internet; however, exposure may nevertheless occur. The Telfair County Schools absolves itself from any responsibility if your child misuses the Internet.

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As a student I have read, understand, and will abide by the Electronic Network and Internet Use Agreement. I further understand that any violation of the regulations listed is unethical against school rules and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

Student Full Name (please print):

\_\_\_\_\_

Student Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

As a parent or guardian of this student, I have read the Electronic Network and Internet Use Agreement and understand that this access is designed for educational purposes only. The Telfair County School System has taken precautions to eliminate controversial material. However, I also recognize that it is impossible for the Telfair County School System to restrict access to all controversial materials and I will not hold the Telfair County School System responsible for materials acquired on the electronic network and Internet. 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 Full Name (please print):

\_\_\_\_\_

Parent or Guardian Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

I have read the terms and conditions of the Electronic Network and Internet Use Agreement and will promote this agreement with the student. Because the student may use the ENI for individual work or in the context of another class, I cannot be held responsible for the student's use of the ENI a student's decision to violate the terms of the ENI user agreement. As the sponsoring teacher, I do agree to instruct the student on acceptable use of the electronic network and Internet and proper network etiquette.

Teacher Full Name (please print):

\_\_\_\_\_

Teacher Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

***The signature(s) of the Electronic Network and Internet Use Agreement is (are) legally binding and indicates the party (parties) who signed have) read the terms and conditions carefully and understand(s) their significance.***

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As an employee of the Telfair County School System, I have read, understand, and will abide by the Electronic Network and Internet Use Agreement and understand that this access is designed for educational purposes only. The Telfair County School System has taken precautions to restrict access to controversial material. However, I also recognize that it is impossible for the Telfair County School System to restrict access to all controversial materials. I hereby certify that the information contained on this form is correct. Should I commit any violation, my access privileges may be revoked, school disciplinary employment action, including termination and/or appropriate legal action, may be taken.

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Teacher Full Name (please print):

\_\_\_\_\_

Teacher Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

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