

# NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR LISBON EXEMPTED VILLAGE SCHOOL DISTRICT SCHOOL STAFF

It is the intention of the Lisbon Exempted Village School District Board of Education to protect the privacy of staff members who use the school computers, computer network, and other electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

Access to the School District's Network is provided as a privilege and as an employment tool. In order to continue enjoying access to the Network, each staff member must take responsibility for appropriate and lawful use of this privilege. Staff members are responsible for professional behavior on the Network just as they are in a classroom, school hallway, or other school setting. While the School District may make reasonable efforts to supervise staff member use of Network access, the ultimate responsibility for exercising and promoting responsible use of this access is that of the staff member.

This shall constitute the School District's Computer Network and Internet Acceptable Use Policy for staff members ("Policy"), and applies to all employees who use or otherwise access the Network either on-site or remotely. A copy of this Policy shall be provided to staff members. As used in this Policy, "Network" refers to interconnected computer systems, computer equipment, computer programs, the Internet, electronic mail, IP- or Internet-based telephone systems, and related communication technologies.

Each staff member is responsible for reading and abiding by this Policy. If you have any questions about the provisions of this Policy, you should contact the administrator in your school building or the District's chief technology officer. Any use of your account that violates this Policy may result in your access being withdrawn and/or additional disciplinary action in accordance with any applicable state law and/or collective bargaining agreement.

## ***1. Term of the Permitted Use***

Access to the Network is a privilege, not a right, and as such it may be suspended or revoked by the School District at any time. The School District may also limit access depending on student and staff schedules, equipment availability, or other constraints.

## ***2. Authorized Users***

Network resources are only for use by authorized users. Anonymous use is not permitted, and access may not be shared or transferred. Staff members shall not share their passwords or otherwise allow anyone to gain unauthorized access to the Network or the Internet.

## ***3. Acceptable Uses***

- (a) Locating and accessing educational resources.
- (b) Direct use in instruction.
- (c) Research for instructional and/or school management purposes.
- (d) Collaboration and interaction with colleagues, other school personnel, other districts and government agencies on instructional or management issues.

- (e) Administrative announcements.
- (f) General work-related communications.
- (g) Union announcements and communications, to the extent authorized by any applicable collective bargaining agreement.
- (h) Incidental personal use of e-mail during non-work time to communicate with family, friends, and colleagues, provided such usage is limited in scope and is otherwise in compliance with this Policy. For purposes of this paragraph, "incidental" use shall be defined as no more than ten (10) messages during any one day, with no large attachments. Exceptions to this limitation may be permitted for personal emergencies and other extenuating circumstances.

#### **4. *Unacceptable Uses***

Among the uses and activities that are known to be unacceptable and constitute a violation of this Policy are the following:

- (a) **Uses or activities that violate the law or District policy**, or that encourage others to violate the law or District policy, such as:
  - (i) Offering for sale or use or soliciting the purchase or provision of any substance the possession or use of which is prohibited by law or District policy.
  - (ii) Creating, copying, viewing, transmitting, downloading, uploading or seeking sexually oriented, sexually explicit, obscene, or pornographic materials.
  - (iii) Creating, copying, viewing, transmitting, downloading, or uploading any materials that include the design or information for the purposes of creating an explosive device, materials in furtherance of criminal activities or terrorist acts, threatening materials or any other materials that violate or encourage others to violate the law or District policy.
  - (iv) Unauthorized copying, modifying, intruding, or attempts to copy, modify or intrude, into the folders, files, data, work, networks, passwords or computers of others, or intercepting communications intended for others.
  - (v) Copying, downloading, uploading or transmitting confidential information or trade secrets.
  - (vi) Engaging in harassment, stalking, or other repetitive unwelcome communications, or using the Internet in support of such activities.
- (b) **Uses or activities that cause damage to the Network or to property.** Among such uses or activities are the following:
  - (i) Malicious uploading, downloading, creating or transmitting a computer virus, worm, Trojan horse, or other harmful component or corrupted data, or vandalizing the property of another. Vandalism includes any malicious attempt to hack, alter, harm or destroy software, hardware, data of another user, other District Network resources, or the use of the District Network to do any of the same acts on the Internet or outside Networks.
    - a. No action will be taken if the violation can be shown to be an accidental download.
  - (ii) Uploading, downloading, copying, redistributing or republishing copyrighted materials without permission from the owner of the copyright. Even if materials on the Network are not marked with the copyright symbol, you should assume that they are protected under copyright laws unless there is explicit permission on the materials to use them.

- (c) **Commercial uses.** At no time may the network or the Internet be accessed (including the use of e-mail) for purposes of engaging in any kind of business or other profit-making activity.
- (d) **Use of Network unrelated to legitimate District purposes.** Users may not, during the work day, access the Network or the Internet for purposes of social networking, personal shopping, buying or selling items of real or personal property, researching or making arrangements for non-work-related travel, connecting with a personal web site or weblog, receiving or posting messages to non-work-related web sites or weblogs, participating in any type of gaming activity, engaging in social or hobby activities, or general recreational web browsing. (*Examples:* Facebook, Twitter, Amazon, eBay, Expedia, YouTube, individual weblogs, dating services, chat rooms, poker web sites.) Accessing sexually-oriented, sexually explicit, or pornographic material is strictly prohibited at all times. Use of the Network or Internet for any illegal activity is strictly prohibited at all times.
- (e) **Misuse of e-mail privileges.**
- (i) **Using non-district e-mail.** All use of e-mail must be through the School District's e-mail service. Accessing Internet-based e-mail providers (such as Google Mail, Hotmail, or Yahoo Mail) through the Network is prohibited.
  - (ii) **Personal E-mail.** Incidental use for personnel communications as long as such communications are limited in number, initiated during non-work periods and do not interfere with the primary intended use of the system as recipient is a willing party are permitted but are subject to all of the provisions of this policy. Misuse of the privilege is prohibited, and includes but is not limited to excessive volume, frequency, inappropriate content, mailing to unwilling addressees, or uses that may bring the District into disrepute. Violations will be determined in the sole discretion of the Superintendent. "Limited personal use" shall ordinarily mean no more than ten (10) messages during any one day, with no attachments large enough to impede the normal functioning of the computer or the Network, as determined by the System Administrator. Exceptions to this limitation may be permitted for personal emergencies and other extenuating circumstances.
  - (iii) **Disseminating Private Opinions.** The Network has been created at public expense and exists for purposes relating to education and administration. It does not exist to serve as a personal "blog" for the expression of opinions or as a public forum of any kind. It is not the intention of the District to allow the public, staff, or students to use the Network, including the web hosting or linking ability, for purposes of expressions of private opinions relating to political, religious, or social issues, or to support private or public causes or external organizations.
  - (iv) **Large Group Mailings.** The sending of messages to more persons than is necessary for educational or school business purposes is a misuse of system resources and User time. Large group mailings, such as "all district" or "all building" are reserved for administrative use, subject to any exceptions which may be developed by the Administration or the System Administrator. Unless approval has been granted, individual users may not ordinarily send e-mails to more than ten (10) recipients in a single message, subject to exceptions developed by the Administration or the System Administrator. (*Possible examples:* department heads, coaches, committee work, approved charitable or community-related activities.) The System Administrator may also develop specific limitations on the use of graphics, the size, number, and type of attachments, and the overall size of e-mail messages sent on the system. The use of multiple

messages, non-system addresses, or other techniques to circumvent these limitations is strictly prohibited.

Users wishing to distribute announcements regarding community activities, charitable activities or events, items for sale, or other messages of general interest to the staff should utilize the public folders, bulletin boards, or other distribution channels as may be provided on the system. Such alternative communication methods may be created or discontinued by the District at any time and shall not under any circumstances be made directly available to non-school persons or organizations.

- (f) **Uses that degrade or disrupt the operation of the Network or that waste limited computer, paper, or telephone resources.** Examples include the extended streaming of audio or video content and the sending of unnecessarily large e-mail attachments. Do not waste toner or paper in printers or participate in “chain” letter mailings.
- (g) **Uses that mislead others** or violate the standards of academic or personal integrity, including but not limited to plagiarism, disseminating untrue information about individuals or groups, or using another’s password or some other user identifier that makes message recipients believe that someone other than you is communicating or otherwise using the other’s access to the Network.
- (h) **Political activities:** Creating, transmitting or downloading any materials that support or oppose the nomination or election of a candidate for public office or the passage of any ballot issue. Additionally, users shall not solicit political contributions through the network from any person or entity.
- (i) **Installing or downloading software or hardware** without the prior consent of a School District administrator or the system administrator. Staff members may not move, repair, reconfigure, modify or attach any external devices to Network equipment, computers or systems. Staff members shall not remove, alter or copy District software for their own personal use or for the use of others.

## **5. *Common Courtesy Rules for E-mail Communications***

All users must abide by rules of common courtesy for e-mail communications. Among the uses and activities that violate these rules are the following:

- (a) Using inappropriate language, including swearing, vulgarities or other language that is suggestive, obscene, profane, abusive, belligerent, harassing, defamatory or threatening.
- (b) Using the Network to make, distribute or redistribute jokes, stories or other material that would violate this Policy or the School District’s harassment or discrimination policies, including material that is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, sexual orientation, or other protected characteristics.
- (c) Forwarding or redistributing the private message of an e-mail sender to third parties or giving the sender’s e-mail address to third parties without the permission of the sender.
- (d) Sending e-mail attachments that are too large to be accommodated by the recipient’s system.
- (e) Using the network in a manner inconsistent with the professional expectations of a District employee. When using the network, users should remember that they are representing the District each time the account is used. Communications on the network need not be formal, but must be professional in appearance and tone.

## **6. *Data Security***

Users may not remove or copy personally identifiable information for transportation away from the school site unless absolutely necessary for school business purposes. When it is necessary to transport personally identifiable information away from the school site, all reasonable precautions should be taken to protect against the loss, damage, or theft of such information, which may include encryption, passwording, and appropriate measures to ensure physical security.

## **7. *Privacy***

Network access is provided as a tool for District business. The School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the Network and any and all materials, files, information, software, communications (including emails) and other content transmitted, received or stored in connection with this usage. All such information, content and files shall be and remain the property of the School District and you should not have any expectation of privacy regarding those materials. Network administrators may review files and intercept communications for any reason, including but not limited to for purposes of maintaining system integrity and ensuring that users are using the system in a manner consistent with this Policy.

## **8. *Web Sites***

Web sites created through the Network and/or linked with the School District's official web site must relate specifically to District-sanctioned activities, programs or events. Web sites created using the Network or the School District's equipment, or web sites created as part of a classroom or club assignment or activity are the sole and exclusive property of the School District. The School District reserves the right to require that all material and/or links with other sites found to be objectionable be altered or removed. All external web sites linked with any School District web page must prominently display the following disclaimer:

**“This is not an official web site of the Lisbon Exempted Village School District. The Lisbon Exempted Village School District does not control and cannot guarantee the timeliness or accuracy of the information on this web site. Any views or opinions expressed herein are solely those of the creators of this web site.”**

As appropriate, the School District may also require such disclaimer on other external web sites that relate directly to School District activities, programs or events.

## **9. *Failure to Follow Policy***

Your use of the Network is a privilege, not a right. As in the case of any District policy, your violation of this Policy may result in disciplinary action, subject to the provisions of any applicable law or collective bargaining agreement. Your access to the Network may be terminated, which the School District may refuse to reinstate for the remainder of your employment by the School District. Note also that it is a violation of this Policy to fail to report violations of other users that come to your attention.

It is a violation of this Policy to use any electronic technology, including but not limited to any software, hardware, or externally provided service in an effort to disguise a user's network or internet activities that would otherwise be a violation of this Policy. It is a violation of this

Policy to utilize any device, practice, technique, or technological application for the purpose of avoiding or circumventing the provisions of this Policy.

**10. Warranties**

The School District makes no warranties of any kind, either express or implied, in connection with its provision of access to or use of its Network. It shall not be responsible for any claims, losses, damages or costs (including attorneys' fees) of any kind suffered, directly or indirectly, by any staff member arising out of the staff member's use of, or inability to use, the Network. Each staff member is responsible for backing up his or her files. The School District is not responsible for the accuracy of information obtained through electronic information resources, and this information should be used at the staff member's own risk.

**11. Updates**

You may be asked from time to time to provide new or additional registration and account information to reflect developments in the law or technology. You must provide this information in order for you to continue receiving access to the Network. If, after you have provided your account information, some or all of the information changes, you must notify the Director of Technology or other person designated by the School District to receive this information.

\* \* \*

Legal Ref.: ORC 3313.20, 3313.47  
*Children's Internet Protection Act of 2000*, 47 USC § 254 (h), (l)

**RECEIPT FORM**

I acknowledge receipt of the “Network Privacy and Acceptable Use Policy for Staff Members” of the Lisbon Exempted Village School District (revised 8/29/2014).

\_\_\_\_\_  
Staff Member Signature

PLEASE PRINT: \_\_\_\_\_

Date above signed: \_\_\_\_\_