

## CHAPTER 8.00: AUXILIARY SERVICES

### I. Telephone Service

- A. In order to promote efficiency and economy, the Superintendent or designee shall develop a uniform system for implementing effective telephone service systems, including use of telephone lines to support technology. School personnel shall be informed of this system.
- B. The system shall encourage use of SUNCOM networks or equivalent services. Electronic logs shall be maintained of local and long distance calls by work location. Logs shall be in a uniform format. Staff shall not utilize the School Board telephone system for conducting personal business.
- C. Telephone service billings, local and long distance logs shall be subject to periodic review and audit. No person shall charge personal calls to the School Board.

### II. FIRN and Internet Use

- A. Terms and Conditions for Use of Telecommunications and Networks (FIRN/Internet) - The Florida Information Resource Network (FIRN) and the Internet provides an exciting opportunity to expand learning for students and educators. With this opportunity comes the responsibility for appropriate use. Each student, parent and employee of the District should read this document carefully and sign a contract for network responsibility. Signature on the contract is an obligation to comply with the terms and conditions outlined in this policy.
- B. FIRN and Internet Overview - The Florida Information Resource Network (FIRN/Internet) is a telecommunications network accessible to all of Florida's public educators and students. The goal of FIRN/Internet is to promote educational excellence for all students by facilitating resource sharing, accessing outside information and research., and encouraging technological innovation and worldwide communication.
- C. Internet Resources - FIRN/Internet serves as an electronic highway providing the opportunity to expand learning by connecting computers worldwide and millions of individual subscribers.

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Students, teachers, administrators, and employees will have access to

1. Worldwide electronic mail communications; (Employees Only)
2. Global information and news as well as the opportunity to correspond with other institutions;
3. Educational discussion groups on numerous topics ranging from the environment to music to politics; and,
4. Access to many university libraries and others, such as Library of Congress, Smithsonian Institution, NASA Spacelink, Educational Resource Information Center (ERIC), and Canadian Academic Libraries (CARL).

### D. Internet Warning

1. With worldwide access to information also comes the availability of material that may not be considered to be of educational value in the context of school setting. There may be some material or individual communications which are not appropriate for school-aged children. The District views information gathered from the Internet in the same manner as reference materials identified by schools. Specifically, the District supports resources that will enhance the learning environment with guidance from faculty and staff.
2. At school, students access to and use of the network will be under teacher direction and monitored as any other classroom activity. Teachers should have a direct line of site to all computer screens when students are on computers. The District is not able to prevent the possibility of user access to material that is not consistent with the education mission, goals, and policies of the School Board when access is obtained outside of the school.

### E. User Guidelines

Internet access is coordinated through a complex association of government agencies and regional and state networks. It is the District's intent that the internet and our communications network be used in a responsible, efficient, ethical, and legal manner. The operation of the internet relies heavily on the proper conduct of the users who must adhere to strict guidelines. If a District user violates any of these provisions, their access will be terminated and future access will be denied. Serious violations may result in school disciplinary action or legal action. The signature(s) on the application form indicate that the user(s) have read the terms and conditions carefully and understand their significance.

1. Acceptable Use - The use of your access must be in support

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of education and research that is consistent with the educational goals and policies of the District. Users are encouraged to develop uses which meet their individual needs and that take advantage of the network's function; electronic mail, conferences, bulletin boards, data bases, and access to the internet. Use of any other network or computing resources must be consistent with the rules appropriate to that network.

2. Privileges - The use of internet is a privilege. Inappropriate use will result in the cancellation of that privilege. Each individual who accepts access will receive information pertaining to the proper use of the network. School and District administrators will decide what is inappropriate use. Their decision is final. An account may be closed by the District at any time deemed necessary or by recommendation of the administration, faculty, or staff. The person in whose name an account is issued is responsible at all times for its proper use.

3. "Netiquette" - You are expected to abide by the generally accepted rules of network etiquette. Be polite. Do not use vulgar or obscene language. Do not reveal your address or phone number, or those of others. Please remember that electronic mail is not guaranteed to be private. Do not disrupt the network, the data, or other users.

4. Unacceptable Uses of the Network

x\_ Using the internet for illegal purposes;

x\_ Violating student or staff's rights to privacy;

x\_ Using the internet without application of common sense;

x\_ Using profanity, obscenity, or other language which may be offensive to another user;

x\_ Sending or receiving pornographic text and/or graphics, multimedia

x\_ Role playing games;

x\_ Sending or receiving copyrighted materials, including computer software, without permission, or material protected by trade secrets;

x\_ Reporting personal communications without the author's prior consent; and,

x\_ Using for commercial activities, product advertisement, or political lobbying.

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- F. Warranties - The District and FIRN make no warranties of any kind, whether expressed or implied, for the service it is providing. The District or FIRN will not be responsible for any damage you suffer including loss of data. The District or FIRN will not be responsible for the accuracy or quality of information obtained through this internet connection.
- G. Security - Security is a high priority. If you identify a security problem, you must notify a system administrator immediately. Do not show or identify the problem to others. Do not use another individual's account. Attempts to log on as another user will result in cancellation of your privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access.
- H. Vandalism - Vandalism will result in cancellation of your privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks. This includes the creation of or the unloading of computer viruses or other malicious code on to the internet, host site or other networked computers. Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.
- I. Updating Your User information - You may occasionally be required to update your registration, password and account information to continue internet access. You must notify the District of any changes in your account information (address, school, etc.). Users should change their passwords frequently.
- J. Use of Network Resources - There is a limit to the resources available for users on the network. Each user should attempt to conserve resources and allow others to access the network. Users are expected to observe reasonable time limits on the network (one hour online during a six-hour period, except in special circumstances).
- K. E-mail Etiquette - Helpful to your e-mail success are
- x\_ Preparing text files for uploading before logging on;
  - x\_ Making "subject" heading as descriptive as possible.
  - x\_ Beginning messages with a salutation; restating the question or issue being addressed in a response;
  - x\_ Choosing words carefully to avoid misunderstandings. Text does not permit the verbal or expression clues which are usually necessary when statements are intended to be funny or sarcastic; and,

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- x\_ Ending messages with your name and your e-mail address to assist getting feedback or clarifications;
  - x\_ Logging off before editing and printing downloaded files; and
  - x\_ Deleting e-mail files as soon as possible as appropriate under public records law.
- L. Account Sponsors - Sponsors of classroom accounts are responsible for teaching proper techniques and standards for participation, guiding student access to appropriate sections of the network, and or assuring students understand that if they misuse the network they will lose their access privileges. Conference moderators are responsible for monitoring the context and tone of posted messages and/or taking steps to delete offensive materials and to communicate with authors.
- M. Contracts - In order to access the network, teachers are required to enter into a Sponsoring Teacher Network Responsibility Contract. Parents/Guardians and students are required to enter into a Network Responsibility Contract. Employees are required to enter into an "Employee Network Responsibility Contract". These forms shall be approved by the School Board.
- N. Exception of Terms and Conditions - All terms and conditions stated in this document are applicable to all users of the network. These terms and conditions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the United States of America, the state of Florida, and the School Board.
- III. Florida OnLine High School Use. Contract for instructional services through the Florida OnLine High School (FHS). FHS use is to be addressed in the *Student Progression Plan*.
- IV. The District Technology Use Agreement is hereby adopted by reference.

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### Staff Technology Use Agreement Bradford County Schools

Have you ever been disciplined for computer or electronic related issues? If so, please explain

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#### **Policy**

The computer system is the property of Bradford County School Board and intended is to be used for approved governmental business purposes only. Users have no expectation of privacy with district owned computers or networks on site. Users have no expectation of privacy accessing any district-connected server from off-site locations. There is no personal use of the computer using the district's equipment or network either from the work place, home or web-based applications. E-mail and all computer content must exclude 1) statements that are false, malicious, defamatory, terrorist related and offensive with reference to racial, sexual, religious, ethnic, gender, age or other insulting statements; 2) personal financial information transmitted through text or pictorial attachment; 3) access non-work related internet sites that are not approved by you superior, or Personnel Department; 4) sending announcements of non-work related social occasions; 5) using any off-line word processing software for personal use, and any other use that doesn't justify a reasonable business purpose; 6) purchase of products on-line for personal use or any purchase not authorized by the employer in writing; 7) using peer to peer remote software where business data on your work or home computer can be retrieved without the permission of your employer; 8) using cell phones, personal digital assistants, and any other form of wireless communication to transmit business must be authorized by your employer; 9) using any software or hardware to download, upload, file-share without the permission of the employer. Any questions on whether a message, Internet site, software, or hardware qualifies as being used for a reasonable business should be directed to the Personnel Department before going on-line.

#### **Comment/Procedures:**

1. *No Expectation of Privacy:* As providers of the computer equipment and servers, federal and state laws give the district the right to monitor your business communications on computers and remote equipment. This statutory authority is based on ensuring the appropriateness of business communications, random computer system checks, and consent by the user's written acknowledgment of clearly understanding this policy. The act of signing this document signifies the user clearly understands the policy and agrees to execute this policy in good faith. Additionally, the user waives any privacy rights or claims of inadequate training (42 USCS 1983 & 27), that Bradford County School District showed a deliberate indifference in properly training the user on the proper use of computer and other electronic equipment at work.
- 2) *Public Records:* The user of Bradford County School District computers

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recognizes they are bound by state public record laws and therefore documents that are created to formalize knowledge or transact business of Bradford County School Board are considered public record open to the review and copying of the general public. This includes all work records on your computer system, data transmitted over the district's servers from on site or off-site locations, and portable media such as disk, floppy disks, CD's and any other transportable media. All records must be retained according to Chapter 119 of the Florida Public Records Statute.

### **Prohibited Activities**

*General Prohibitions:* There can be no creation, uploading, downloading or linking of non-business documents or data that are: 1) harassing, 2) defamatory; 3) discriminatory; 4) profane, 5) lacking specific business purpose; 6) violating federal copyright, and trademark law and federal or state trade secret laws, and violating other federal and state civil or criminal statutes. It is incumbent upon the employee as a computer user to familiarize themselves with the basis of what specific communication triggers sexual harassment, other harassment, copyright, trademark and other relevant computer abuse laws. If a computer user has an uncertainty whether their behavior could violate a federal or state statute, they have an affirmative obligation to contact the Personnel Department before using the computer. Lack of knowledge is not a defense to computer abuse or violation of laws. The computer user recognizes a higher duty of care in using the computer because text based messages, picture, audio, video, and documents can reach a large audience within seconds.

*Waste of Computer Resources:* Computer users understand there are Federal and State laws prohibiting Spam mail-unsolicited mail or mass mail-or chain letters. The computer user will not monopolize Internet access or negatively affect the bandwidth in any manner that transcends normal computer use, i.e. downloading and uploading video or audio files that have no business related value.

*E-Mail Myths:* Computer users understand that based on the architecture of the Internet or Intranet, their e-mail and attachments may cross other servers before the intended receiver receives the correspondence. This means the user realizes their message or attachment may be intercepted and the security of e-mail or the Internet is vulnerable. Therefore, sending confidential information or authorized trade secrets could be risky. Additionally, the computer user also realizes all e-mail must be screened before forwarding to another person or a distribution list. The computer user is liable for any defamatory or harassing e-mail that is forwarded to a third party. Further, the computer user is also liable for both opening and forwarding non-work related, unknown or suspicious e-mail that contains a virus. There should be no personal e-mail sent, stored, or forwarded to any person that doesn't have a business purpose. If you are uncertain about the origins of an e-mail or attachments, don't forward it, contact the Personnel Department.

*Deleting E-Mail* When you press the delete key, your e-mail is not deleted. The space is marked as free space but your e-mail is copied on another sector of the

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hard drive or a central chat service. Your old e-mail can easily be retrieved by a computer forensic specialist or other person from your hard drive, server, or other backup device. There is sophisticated software that mines all your e-mail and other documents. Legally you will be held liable for deleting computer data due to public record laws and spoliation claims (the act of destroying evidence in advance or during litigation.)

*Anonymous E-mail, Chat Room Discussions or Bulletin Boards:* The computer user is not allowed to send or forward anonymous or pseudonymous email through a retailer or other software or decoding device. Additionally, no chat room or bulletin board will be accessed for sending, forwarding, uploading or downloading unless given written approval by your supervisor or the Personnel Department. These forums are considered open areas for administrative or criminal investigations, and you have no expectation of privacy. If written approval is given to use the chat rooms and bulletin boards, all activity will have a business purpose. No chat room or bulletin board will ever be used as a forum for negative, offensive, harassing, defamatory or non-business discussions.

*Copyright Infringement:* No computer user can upload, download, transmit to another computer, print a hard copy or any way infringe upon the exclusive rights of reproduction, distribution, adaptations, public performance and public display of an on-line or off-line copyrighted work. Not all works on the Internet or Intranet are in the public domain. The computer user must check with your supervisor if there is any uncertainty whether an article or software is copyrighted. Additionally, it is a violation of the Digital Millennium Act to remove copyright management information

(e.g. Title, author name, date of registration). There are serious civil and criminal penalties for violating the Federal copyright laws and international copyright treaties.

*Trademark Infringement:* No symbol, logo, phrase or other trademark from a document, website, or other source can be uploaded, downloaded, linked or in any way transmitted to another computer without the express permission of the trademark owner. Trademark infringement carries stiff civil and criminal penalties.

*Web Linking, Framing and Metatags:* Linking with other web sites is strictly prohibited unless proper authorization is given from the web site owner and the Personnel Department. When you link with another web site, it can give the appearance you sponsor that site's content. Additionally, no other web site can be framed within your web site unless the web site owner and Personnel Department have given express permission.

*Passwords:* Passwords are for internal use and are not allowed to be distributed to anyone. Using others' passwords no matter how they are obtained is prohibited. Additionally, passwords do not create an expectation of privacy when it comes to employer monitoring, and internal and criminal investigators.

*Remote use of Computers:* Work related use of computers away from the

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traditional business site includes but is not limited to home, car, hotel, cell phone, personal digital assistants and other off-site locations. You have no expectation of privacy at off-site locations under these conditions. Additionally, you must adhere to all the same policy restrictions as if you were using the computer on-site. Remote computer usage carries a higher duty of care and responsibility. All off-site computer communication must have a business purpose when the context is work related, be properly secured with anti-virus and firewall protection and inputting data must comply with all federal and state laws.

*FERPA*-The Family Educational Rights and Privacy Act of 1974 (Federal Law) Designed to protect the privacy of education records, established the right of students and parents to inspect and review their education records, provided guidelines for correction of inaccurate or misleading information in records. What is an Education Record? Any record maintained by the institution that is directly related to the student from which an individual student can be personally identified. FERPA does not include personal notes made by teachers or other school officials UNLESS they are shared. Exceptions to FERPA- School officials with a legitimate educational interest (i.e. A student in your class) can access students' educational records without their knowledge or consent.

*Litigation*: In the event of litigation, all computer users are on notice that federal and state civil rules of procedure may allow discovery of all computer hardware and software. This includes but is not limited to your office computer, laptop, home computer, printers, cell phones and other electronic equipment. Any attempt to damage or destroy evidence in your computer will trigger stiff civil and criminal penalties (known as spoliation claims). If your computer equipment is subpoenaed or you anticipate litigation, contact the Personnel Department for guidance on how to proceed.

*Amendments*: This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions. Any interpretation of this policy as it relates to the computer system will be provided by the Personnel Department with guidance from the Information Systems Office.

*Waiver*: Upon signing this policy, the computer user acknowledges he or she clearly understands the policy and has no further questions as to the content and delivery of this computer use policy. The computer user also affirms that since he or she has no confusion over the content of this policy; there will be no violation of this policy or any other civil or criminal laws relating to computer use. The computer user will indemnify the Bradford County School District and hold harmless for violating The Bradford County School District computer policy, which causes; 1) humiliation internally and with the public; 2) disruption of services; and 3) civil or criminal liability. The computer user waives any right to litigate an inadequate training claim or other negligence claim against The Bradford County School Board for not clearly understanding this computer use policy

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Viewed Video (Name) \_\_\_\_\_ and/or received  
workbook.

Supervisor Signature \_\_\_\_\_

Employee Name (Print) \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

SSN \_\_\_\_\_

This Copy to Personnel

Cost Center and Employee Should Maintain a Copy of the Agreement

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### Student Technology Acceptable Use Agreement Bradford County Schools

It is the school district's intent that the Internet, our networks, and computers be used in a responsible, ethical, and legal manner. As much as possible, access to district information resources will be designed in ways that point students to those resources that have been reviewed and evaluated prior to use. However, on the Internet it is impossible to control all materials and a user may accidentally or purposely discover controversial information. It is the user's responsibility to avoid initiating access to such material. Any violations should be reported to the teacher or librarian. Serious violations may result in school disciplinary action or legal action.

Title 17 United States Code, section 101 et seq., the Federal Copyright Act, protects the interests of persons who have developed original works of authorship, including computer software. The board recognizes and supports the legitimate interests of copyright holders, and prohibits its students from violating the rights of copyright holders. Violations of the copyright act, such as unauthorized copying of software, can result in criminal penalties.

Inappropriate Internet information and use is considered to be, but not limited to, the following:

1. The retrieving and viewing of any information that is pornographic in nature
2. The disclosing of personal information without that person's consent
3. Using profanity, obscenity, or other language that may be offensive
4. "Chatting" and Instant Messaging. Copying commercial software in violation of copyright laws
5. Using the Internet for financial gain or for any commercial or illegal activity
6. "Surfing" with no educational objective in mind
7. Downloading and playing of games
8. Any other activity that may bring embarrassment to the Bradford County School System

Inappropriate computer use is deemed to be, but not limited to, the following:

1. Failure to keep personal passwords confidential
2. Using profanity, obscenity, or language that may be offensive in the creation of documents to include the naming of files
3. Rendering the computer or peripheral devices inoperative
4. "Tampering" with programs or files, to include unauthorized deleting
5. Unauthorized installation of programs or files

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6. Unauthorized use of “teacher” computers
7. Any use that violates the Copyright Laws
8. Any use that violates established policies of Bradford County Schools
9. Engaging in practices that threaten the network.(e.g., loading files that may introduce a virus)

Failure to comply with the above or any other item deemed necessary by the School Principal or School Administration will be handled in accordance with the Bradford County Schools Student Code of Conduct. Access to computers and the Internet at any Bradford County School will only be granted with a signed and dated Technology Use Agreement and Application.

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**Bradford County Schools  
Technology Use Agreement and Application**

**STUDENT**

I have read the terms and conditions of the Bradford County Schools Technology Acceptable Use Agreement. I understand and will abide by the stated terms and conditions. I further understand that any violation of these regulations is unethical 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 legal action may be pursued.

Student name \_\_\_\_\_

(Please Print) (Last) (First) (MI)

Home Room or Class Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Student Signature \_\_\_\_\_ Date  
\_\_\_\_/\_\_\_\_/\_\_\_\_

If the applicant is under the age of 18, a parent or guardian must also read and sign this agreement and application. The agreement must be renewed each academic year.

**This section filled out by school.**

Student approved to use the Internet computers under supervision after attending training. ____ Yes ____ No	Student approved to use computers for instruction. ____ Yes ____ No
----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

By School Technology Coordinator/Principal \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**PARENT**

As the parent or guardian of this student, I have read the terms and conditions of the Bradford County School System Technology Acceptable Use Agreement. I understand that this access is designed for educational purposes and that the Bradford County School System has taken precautions to eliminate controversial material. However, I recognize it is impossible for the Bradford County School System to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission for my child to use computers for instruction at school (Computers are have access to the internet) and certify that the information contained on this form is correct.

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Parent or Guardian			
(Please Print)	(Last)	(First)	(MI)
Home Address (Street, City, Zip)		Home Phone #	
Signature _____		Date ____/____/____	

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SERVICES  
STATUTORY AUTHORITY:**

**1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**386.201 – 386.209, 1001.43, F.S.**

**HISTORY:**

**ADOPTED: 2/8/99  
REVISION DATE(S): 2/2006  
FORMERLY: \_\_\_\_\_**