

**School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

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**EMPLOYEE EQUIPMENT USE, INTERNET CONDUCT, AND
NETWORK ACCESS AGREEMENT**

Every staff member must read and sign below:

I have read, understand, and agree to abide by the terms of the School District's policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5460 and 5460P). Should I commit any violation or in any way misuse my access to the District's computers, network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

Terms and Conditions

1. **Acceptable Use** – Access to the District's technology and electronic networks must be: (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. **Privileges** – The use of the District's technology and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. **Unacceptable Use** – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
 - h. Using another user's account or password;
 - i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;

- l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. 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. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism and Damage – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.

9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.

Internet Safety

1. Internet access is limited to only those “acceptable uses,” as detailed in these procedures. Internet safety is almost assured if users will not engage in “unacceptable uses,” as detailed in these procedures, and will otherwise follow these procedures.
2. Staff members shall supervise students while students are using District Internet access, to ensure that the students abide by the Terms and Conditions for Internet access, as contained in these procedures.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate for students, as defined by the Children’s Internet Protection Act and determined by the Superintendent or designee.
4. The district shall provide age-appropriate instruction to students regarding appropriate online behavior. Such instruction shall include, but not be limited to: positive interactions with others online, including on social networking sites and in chat rooms; proper online social etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.
5. The system administrator and principal shall monitor student Internet access.

I understand and will abide by the technology, equipment and network access policies. I understand that the District and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District’s issuance of technology, electronic network connection and having access to public networks, I hereby acknowledge the risk for any claims and damages arising from my use of, or inability to use the equipment, network, and Internet. I understand any negligence arising out of my use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

USER NAME *(please print)*

USER SIGNATURE

DATE

Form History:

Adopted on: September 28, 1998
Re-adopted on: April 26, 1999
Reviewed on:

Revised on: June 24, 2002
Revised on: March 30, 2009
Revised on: January 20, 2020
Revised on: April 26, 2022

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Employee Use of Electronic Mail, Internet, Networks, and District Equipment Procedure

All use of electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or proscribed behaviors by users. However, some specific examples are provided. The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

Terms and Conditions

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2. Privileges – The use of the District's electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
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 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
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9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.

- a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
- b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of “public domain” documents must be provided.
- c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
- d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

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5. The system administrator and principal shall monitor student Internet access.

Legal Reference: Children’s Internet Protection Act, P.L. 106-554
Broadband Data Services Improvement Act/Protecting Children in the 21st Century Act of 2008 (P.L. 110-385)
20 U.S.C. § 6801, et seq. Language instruction for limited English proficient and immigrant students
47 U.S.C. § 254(h) and (l) Universal service

Procedure History:

Adopted on: April 26, 2022

Reviewed on:

Revised on:

Employee Printed Name

Employee Computer User Agreement

Use of computers in the East Glacier Park Grade School (EGPGS) is a privilege, not a right. The smooth operation and maintenance of the computer system(s) relies on users to adhere to established guidelines. Therefore, by signing the attached, binding agreement, users acknowledge that they have read the terms and conditions of the acceptable use outlined in the attached Acceptable Use Policy and understand the inherent responsibilities.

EGPGS staff members should be aware that EGPGS does not have control of the information on the Internet, nor can it provide barriers to account holders accessing the full range of information available. Other sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Similarly, while EGPGS supports the privacy of electronic mail, account users must assume that this cannot be guaranteed.

I have read and understand the terms of the East Glacier Park Grade School Acceptable Use Policy adopted September 28, 1998 and revised January 20, 2020 and agree to be bound by those terms.

Staff Signature _____ Date _____

Employees will not assist students in setting up or accessing a private email address at any time. ALL student email will be sent and received through the school account ONLY.

Personal use of the school's Internet access is allowed during non-school hours only before 8:00 a.m. and after 4 p.m. and only if total number of hours allowed for the school for the month is not put into jeopardy or exceeded.

