



# Oracle Charter School Acceptable Use Policy

The computer network resources of the Oracle Charter School (OCS) are intended for the use of authorized members of the Oracle Charter School community, in the conduct of their academic and administrative work.

To protect the integrity of computer resources against unauthorized or improper use, and to protect the authorized users from the effects of unauthorized or improper usage, the school reserves the right, with or without notice, to monitor, record, limit or restrict any account holder's usage. OCS may also monitor, record, inspect, copy, remove or otherwise alter any data, file, or system resources. The school reserves the right to periodically check these systems and to take any other action necessary to protect the computer and network facilities. The school also retains access rights to all files and electronic mail on its computing and network facilities. Anyone using these systems or networks expressly consents to such monitoring.

Any unauthorized, inappropriate, illegal or illegitimate use of the school's computing resources, or failure to comply with these guidelines, shall constitute a violation of this Acceptable Use Policy and will subject the violator to disciplinary action by the school and may result in legal action.

When a violation is identified, the Technology Director will undertake a review and initiate action in accordance with school policy. In addition, the school may require restitution for any use of computer or network services that violate these guidelines. The school may also provide evidence of possible illegal or criminal activity to law enforcement authorities.

Notwithstanding any other provision of this policy, authorization to access the information systems of Oracle Charter School ends at the termination of employment for staff or the end of a recognized role or relationship for students.

Any questions about this policy or the applicability of this policy to a particular situation should be referred to the Director of Technology.

The school's information systems consist of all networking wiring, equipment, networks, security devices, servers, computer systems, computers, computer laboratory equipment, workstations, Internet connection, and all other intermediary equipment, services and facilities. These assets are the property of Oracle Charter School. These information systems are permitted to be used in the following ways:

1. Access to and use of OCS information systems is a privilege granted by the school to its faculty, staff and students. The school retains sole discretion over the extent to which access privileges are granted.
2. Users may only use those computer accounts that have been authorized by the school for their use. Use of another person's account, security devices, and/or the presentation of false or misleading information or credentials for the purpose of obtaining access to information systems is prohibited.
3. Users are responsible for all use of information systems conducted under their user ID(s), and are expected to take all precautions including password security and file protection measures to prevent use of their accounts and files by unauthorized persons. Sharing of passwords is prohibited.
4. Users may not offer, provide, lend, rent or sell access to OCS information systems. Users may not provide access to individuals outside the OCS community.
5. Use of OCS information systems for hosting non-OCS activities must have the explicit written authorization of the Director of Technology and Lead Teacher prior to the use.
6. While the school attempts to protect electronic communication and files from unauthorized access, this cannot be guaranteed. Users may not access, copy or move files including, but not limited to programs, data and electronic mail, that belong to another account, without prior authorization from the account holder.

Files may not be moved to other computer sites without permission from the holder of the account under which the files reside.

7. OCS information systems may be used for lawful purposes only. Users must not use their accounts or OCS information systems for unlawful purposes, including, but not limited to the installation of fraudulently or illegally obtained software, illegal dissemination of licensed software, sharing of content where the disseminator does not hold lawful intellectual property rights, or propagating chain letters, pyramid, or other unlawful or deceptive schemes, or for any purpose contrary to local, state and/or federal law.
8. Use of OCS information systems must comply with the provisions of copyright law and fair use. Copyright law limits the right of a user to copy, edit, or transmit electronically another's intellectual property, including written materials, images, sounds, music, and performances, even in an educational context, without permission, except in compliance with the fair use doctrine exception.
9. OCS information systems may not be used for commercial purposes, except only as permitted with explicit prior written approval of the Lead Teacher.
10. Users may not use information systems irresponsibly, wastefully, or in a manner that adversely affects the work or equipment of others at OCS or on the Internet.
11. The school strives to maintain the security and privacy of all electronic communications and content passed on the OCS network and therefore, will not arbitrarily or frivolously review or inspect user files or electronic mail. However, all electronic communications and content presented to and/or passed on the OCS network, including that presented to and/or passed to and from the Internet connection(s), may be monitored, examined, saved, read, transcribed, stored or retransmitted in the course of daily operations by any duly authorized employee or agent of Northeastern University in the exercise of their duties or by law enforcement authorities who are called upon to assist the school in investigating possible wrongdoing. Electronic communications and content may be examined by automated means. Further, OCS reserves the right to reject from the network, electronic communications and content deemed not in compliance with policies governing the use of information systems at the school. By accessing OCS information systems, users give OCS permission to conduct each of the operations described above.
12. The confidentiality of any message or material should not be assumed. Even when a message or material is deleted, it may still be possible to retrieve and read that message or material. Further, the use of passwords for security does not guarantee confidentiality. Messages read in HTML may identify the reader to the sender. Aside from the right of the school to retrieve and read any electronic communications or content, such messages or materials should be treated as confidential by other students or employees and accessed only by the intended recipient. Without prior authorization, students and employees are not permitted to retrieve or read electronic mail messages that are not sent to them.
13. All users are required to honor and observe the rules of confidentiality and protection of privacy when accessing and using any information that resides on OCS information systems and/or any information that pertains to University programs, students, faculty and staff. All disclosures of student information must comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) of 1974.
14. OCS reserves the right at any time, without prior notice or permission from the user or users of a computer or other OCS-owned computing device, to copy or have copied, any and all information from the data storage mechanisms of such devices, as may be required in the sole discretion of the school, in connection with investigations of possible wrongdoing.
15. The Acceptable Use Policy specifically prohibits the use of Oracle Charter School's information systems to:
  1. Harass, threaten, defame, slander or intimidate any individual or group;
  2. Generate and/or spread intolerant or hateful material, which in the sole judgment of the school, is directed against any individual or group, based on race, religion, national origin, ethnicity, age, gender, marital status, sexual orientation, veteran status or disability;
  3. Transmit or make accessible material, which in the sole judgment of the school, is offensive, violent, pornographic, annoying or harassing, including use of OCS information systems to access and/or distribute obscene or sexually explicit material;
  4. Generate unsolicited electronic mail such as chain letters, unsolicited job applications or commercial announcements;
  5. Generate falsely identified messages or message content, including use of forged content of any description;

6. Transmit or make accessible password information;
7. Attempt to access and/or access information systems and/or resources for which authority has not been granted by the system owner(s);
8. Capture, decipher or record user IDs and/or passwords;
9. Intercept electronic communications not intended for the recipient;
10. Probe by any means, the security mechanisms of any resource on the OCS network, or on any other network through a connection to the OCS network;
11. Disclose or publish by any means, the security vulnerabilities of, or the means to defeat or disable the security mechanisms of any resource connected to or part of the OCS network;
12. Alter, degrade, damage or destroy data;
13. Transmit computer viruses or malicious/destructive code of any description;
14. Conduct illegal, deceptive or fraudulent activity;
15. Obtain, use or retransmit copyrighted information without permission of the copyright holder;
16. Place bets, wagers or operate games of chance; or
17. Tax, overload, impede, interfere with, damage or degrade the normal functionality, performance or integrity of any device, service or function of Northeastern information systems, content, components, or the resources of any other electronic system, network, service or property of another party, corporation, institution or organization.

The above enumeration is not all inclusive. If there is a question as to whether a specific use is appropriate or acceptable under this policy, the school's sole determination shall prevail.

Use of Oracle Charter School information systems must comply with all applicable local, state and federal laws, including, but not limited to, the following, which are incorporated by reference:

United States Code, Title 18, Computer Fraud and Abuse Act, which imposes sanctions for, among other acts, knowingly accessing a computer without authorization or in excess of authorized access, knowingly causing damage to protected computers, or trafficking in password information.

United States Code, Title 18, Electronic Communications Privacy Act, which imposes sanctions for, among other acts, interception of wire, oral or electronic communications.

## **Consequences for Inappropriate Use**

Violations of these policies will be reviewed on a case-by-case basis. If it is determined that a user has violated one or more of the above policies, OCS can take disciplinary measures. These can include:

- Suspension of personal network account;
- Suspension of Internet access; or
- Other disciplinary or legal action, including termination/suspension/expulsion, in accordance with OCS policies and applicable laws.



# Acceptable Use of Technology Student Agreement Form

Please print clearly.

Student Legal Name: \_\_\_\_\_

Parent/Guardian Legal Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

I understand that my computer use is not private and that Oracle Charter School will monitor my activity on the computer.

I have read the Acceptable Use Policy and agree to abide by their provisions. In consideration for the privilege of using the school's electronic communications system and in consideration for having access to the public networks, I hereby release Oracle Charter School, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the system, including, without limitation, the type of damages identified in the school's policy and administrative regulations. I understand that if I am on an site, not permitted by the school, that I will be subject to discipline up to and including expulsion.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Acceptable Use of Technology Employee Agreement Form

Please print clearly.

Employee Legal Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

I understand that my computer use is not private and that Oracle Charter School will monitor my activity on the computer.

I have read the Acceptable Use Policy and agree to abide by their provisions. In consideration for the privilege of using the school's electronic communications system and in consideration for having access to the public networks, I hereby release Oracle Charter School, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the system, including, without limitation, the type of damages identified in the school's policy and administrative regulations.

I further understand that the laptop provided by Oracle Charter School is for my use as I see fit to perform the duties associated with my position. Oracle Charter School can, at any time, request that the laptop be returned to the school if I should be found to have not abided by the provisions in the acceptable Use Policy. At the time my employment ceases, I will return the laptop to the school in the same condition I received it.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Laptop make/model: \_\_\_\_\_ Laptop ID: \_\_\_\_\_

I understand I may sign-out equipment belonging to the school for the use with students. This includes but is not limited to computers, projectors, speakers, calculators, and other technology, furniture and instructional materials. I have reviewed and understand the procedure for checking out and using these materials with the students, including the steps to minimize loss, damage, or theft and agree to abide by them.

If the equipment or item above is

- 1) damaged beyond repair,
- 2) lost or stolen while in my position,
- 3) stolen while on school grounds and not properly secured with the lock provided by the school,

I will be held liable for the cost of the item to the school.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_