



Quileute Tribal School Technology Acceptable Use Policy (AUP)



The Quileute Tribal School recognizes the value of technology resources to improve student learning and enhance the administration and operation of its school. To this end, the Information Technology department (*IT*) encourages the responsible use of computers; computer networks, including the Internet; and other electronic resources in support of the mission and goals of the Quileute Tribal School (*QTS*).

Because the Internet is an unregulated, worldwide vehicle for communication, information available to staff and students is impossible to fully control. Therefore, Quileute Tribal School's *IT* department adopts this policy governing the voluntary use of electronic resources and the Internet in order to provide guidance to individuals and groups obtaining access to these resources on *QTS*-owned equipment or through *QTS*-affiliated networks.

| Quileute Tribal School Rights and Responsibilities |

It is the policy of the Quileute Tribal School to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose, general rules and policies of the network.

Within this general policy, *QTS* recognizes its legal and ethical obligation to protect the well-being of students in its charge. To this end, *QTS* retains the following rights and recognizes the following obligations:

- To log network use and to monitor fileserver space utilization by users, and assume no responsibility or liability for files deleted due to violation of fileserver space allocations.
- To remove a user account on the network.
- To monitor the use of online activities. This may include real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
- To provide internal and external controls as appropriate and feasible. Such controls shall include the right to determine who will have access to *QTS*-owned equipment and, specifically, to exclude those who do not abide by the Quileute Tribal School's Acceptable Use Policy (*AUP*) or other policies governing the use of school facilities, equipment, and materials. *QTS* reserves the right to restrict online destinations through security devices, software or other means.
- To provide guidelines and make reasonable efforts to train staff and students in acceptable use and policies governing online communications.

Staff Responsibilities

- Staff members who supervise students, control electronic equipment, or otherwise have occasion to observe student use of said equipment online shall make reasonable efforts to monitor the use of this equipment to assure that it conforms to the mission and goals of *QTS*.
- Staff should make reasonable efforts to become familiar with the Internet and its use so that effective monitoring, instruction, and assistance may be achieved.

All User Responsibilities

- Use of the electronic media provided by *QTS* is a privilege that offers a wealth of information and resources for research. Where it is available, this resource is offered to staff, students, and other patrons at no cost. In order to maintain this privilege, users agree to learn and comply with all of the provisions of this policy.

| Acceptable Use |

- All use of the Internet must be in support of educational and research objectives consistent with the mission and objectives of the Quileute Tribal School.
- Proper codes of conduct in electronic communication must be used. Giving out personal information is inappropriate. When using e-mail, extreme caution must always be taken in revealing any information of a personal nature.
- Network accounts are to be used only by the authorized owner of the account for the authorized purpose.
- All communications and information accessible via the network should be assumed to be private property.
- Exhibit exemplary behavior on the network as a representative of your school and community. Be professional! Be polite!
- From time to time, *QTS* will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

| Unacceptable Use |

- Giving out personal information about another person, including home address and phone number, is strictly prohibited.
- Any use of the network for commercial or for-profit purposes is prohibited.
- Excessive use of the network for personal business shall be cause for disciplinary action.
- Any use of the network for product advertisement or political lobbying is prohibited.
- Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.
- No use of the network shall serve to disrupt the use of the network by others. Hardware and/or software shall not be destroyed, modified, or abused in any way.
- Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.
- Hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors are prohibited on the network.
- The unauthorized installation of any software, including shareware and freeware, for use on *QTS* computers is prohibited.
- Use of the network to access or process pornographic material, inappropriate text files (as determined by the IT Administrator or Superintendent), or files dangerous to the integrity of the local area network is prohibited.
- The Quileute Tribal School network may not be used for downloading entertainment software or other files not related to the mission and objectives of *QTS* for transfer to a user's home computer, personal computer, or other media. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the Quileute Tribal School.
- Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the *Fair Use Doctrine of the United States Copyright Law* (Title 17, USC).
- Use of the network for any unlawful purpose is prohibited.

- Use of profanity, obscenity, racist terms, or other language that may be offensive to another user is prohibited.
- Playing games is prohibited unless specifically authorized by a teacher for instructional purposes.
- Establishing network or Internet connections to live communications, including voice and/or video (relay chat), is prohibited unless specifically authorized by the IT Administrator.

| Disclaimer |

- Quileute Tribal School cannot be held accountable for the information that is retrieved via the network.
- Pursuant to the *Electronic Communications Privacy Act of 1986* (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System Administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
- Quileute Tribal School will not be responsible for any damages you may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by our own negligence or your errors or omissions. Use of any information obtained is at your own risk.
- The Quileute Tribal School makes no warranties (expressed or implied) with respect to:
 - the content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information; and
 - any costs, liability, or damages caused by the way the user chooses to use his or her access to the network.
- Quileute Tribal School reserves the right to change its policies and rules at any time.

The Quileute Tribal School is a member of the K-20 Educational Network and ALL users of said network shall comply with the K20 Network Conditions of Use and Acceptable Use Policy:

K-20 Network Conditions of Use and Acceptable Use Policies

(Including all connections, circuits, switching and uplink-downlink resources and applications)

This document contains two sections. Section 1, "Conditions of Use," establishes the conditions of use of the K-20 Network for purposes of technical connections, operation and management. Section 2, "Acceptable Use Policies," provides guidance to institutions on non-technical policies relating to user eligibility for participation in the K-20 network, acceptable uses of network resources, and procedures for enforcement.

Section 1: Conditions of Use

1. Only institutions authorized by statute and approved by the K-20 Educational Network Board (K-20 Board) may maintain connections to the state-funded K-20 network, with the exception that certain external interface connections which are engineered by the K-20 Network Technical Steering Committee (NTSC) to provide interconnections with other networks are permitted. Such connections are permitted with the proviso that no network transit is allowed for such external connections other than traffic to or from authorized K-20 members. Two examples of such exceptions are local peerings and commodity and research internet transit arrangements that are engineered by the K-20 NTSC.
2. Only traffic to or from legitimate K-20 members may be transmitted over the K-20 network.
3. Uses of the network that may jeopardize the proper technical operation of the network, or uses of the network that may cause the network to be disconnected from external networks, are strictly prohibited. Where such uses occur, the K-20 Operations Cooperative (KOCO) is authorized by the K-20 Board to suspend such connections until the problem is resolved to its satisfaction. A party that believes a connection has been improperly suspended may request that the NTSC review the KOCO's action; such review shall be undertaken and completed in a timely manner (not to exceed five working days). The NTSC may, upon review, direct the KOCO to reconnect the party. A party may appeal a decision of the NTSC to the Information Services Board, the decision of which shall be final.

Section 2: Acceptable Use Policies

1. Use of the network is restricted to educational purposes, i.e., activities consistent with the educational missions of the institutions and sectors. The determination of what is an "educational purpose" rests with each institution or sector. The term is intended to be defined broadly, and may include activities that directly or indirectly support the delivery of educational services. However, the following are presumed not to be educational uses:
 - Organized political or religious advocacy.
 - Resale or lease of K-20 shared bandwidth, electronics, or other equipment to private entities for commercial purposes. However, non-educational entities may utilize K-20 services under certain conditions set forth in paragraphs (2) and (3) below. For purposes of this document, resale or lease does not include educational institutions' arrangements with private entities for the transmission of (1) digital content developed by the educational entities as part of university-sponsored research; or (2) course materials, library resources, or ancillary materials, the dissemination of which is consistent with the institution's educational purpose.

- The transmission of obscene material.
2. For the use of K-20 resources for videoconferencing services, priority shall be given to educational activities at K-20 Board-approved sites on a first-come, first-served basis. An institution may permit public sector non-educational entities to use its own (non-shared) videoconferencing facilities provided the following conditions are met:
 - The use involves facilities that would otherwise go unused.
 - The use involves only the on-site facilities and related equipment, and does not utilize K-20 transport or MCU capacity.
 3. Where a shared component of a K-20 satellite uplink/downlink facility is underutilized, the trustee institution may find that the lease of the facility for non-educational commercial purposes is appropriate for limited periods to help offset the operational costs of the facility. Such lease arrangements are authorized provided the following conditions are met:
 - The lease involves air time or equipment that would otherwise go unused.
 - The lease involves only the uplink/downlink facility and related equipment, and does not utilize K-20 transport or other shared equipment.
 - The institution agrees to account to the K-20 Board for all monies obtained as a result of the lease.
 4. The participants authorized by statute to use the K-20 network may only do so for activities which they are legally allowed to conduct and which do not conflict with state or federal law or policy which governs their endeavors. The network may not be used for illegal purposes. Entities have primary responsibility for enforcing the provisions of this document. While it is understood that enforcement here cannot be done through technology, it will instead be achieved at the end-sites and via the normal legal or policy channels relevant to appropriate investigation and adjudication.
 5. Where an entity is alleged to have violated one or more provisions of this document other than Section 1(3), the K-20 Board shall take appropriate remedial action, which may include suspension of an entity's network connection, only after providing the entity with notice of the specific allegations against it and an opportunity to respond to those allegations in writing or, at the entity's option, in public hearing. The K-20 Board shall set forth in writing the basis for any remedial action. Any entity whose connection to the network has been suspended by the K-20 Board may request reconnection to the network upon a showing that it has taken appropriate steps to correct the matter or matters that are the basis for the action.
 6. Nothing in this document is intended to preclude an entity from developing or enforcing its own acceptable use policies to supplement Section 2 of this document, provided its policies are not inconsistent with those set forth above. Where an entity proposes a policy that is inconsistent, it may at any time petition the K-20 Board for a waiver of one or more specific provisions. A petition for waiver shall set forth the provision or provisions for which waiver is sought; the grounds for such a waiver; the impact of a waiver, if any, on the technical operation of the network; and the fiscal impact, if any, on the network. The decision to grant or deny a waiver shall rest solely with the K-20 Board.

Note: At its March 23, 2000 meeting, the K-20 Educational Network Board approved and adopted these conditions of use and acceptable use policies on a permanent basis.

User Agreement:

I have read, understand, and will abide by the above Acceptable Use Policy when using computer and other electronic resources owned, leased, or operated by the Quileute Tribal School. I further understand that any violation of the regulations above 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 appropriate legal action may be initiated.

User Name (please print)

User Signature

Date

Parent Agreement (to be signed by parents of all student users under the age of eighteen)

As parent or guardian of [please print name of student] _____
I have read the Acceptable Use Policy. I understand that this access is designed for educational purposes. Quileute Tribal School has taken reasonable steps to control access to the Internet, but cannot guarantee that all controversial information will be inaccessible to student users. I agree that I will not hold Quileute Tribal School responsible for materials acquired on the network. 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 network resources, including the Internet, that are available through Quileute Tribal School.

Parent Name (please print)

Parent Signature

Date