

St. Vrain Valley School District Network
VrainNet
Terms and Conditions for Access

General information

The St. Vrain Valley School District network has been developed to enable staff members to collaborate and exchange district-related information and to provide effective access to The Internet for staff and for student learning experiences. Access to this network is a privilege being provided by the Board of Education; it is neither a right of employment nor a right earned simply by being a student in one of St. Vrain Valley's schools. Network access is made available to a staff member or student when facilities permit, and usage is subject to the terms and conditions contained herein. A student or staff member who does not abide by these terms and conditions will be disallowed access and usage.

How to gain access

Only Board members and employees of the District and students enrolled in the District may apply for access. To do so, one must read this document and complete the appropriate application on the enrollment form. That application is then submitted to the office of the Supervisor of Information Technology at the Clover Basin Educational Support Center, 2929 Clover Basin Drive, Longmont, Colorado 80503. Submitted applications will be approved, denied, or held for future review.

Denial will be based upon either lack of eligibility on the part of the applicant or upon some prior infraction of these terms and conditions (e.g., "network hacking" which occurred prior to application). Applications are held for future review when installed facilities restrict the district's ability to approve an application (i.e., the applicant's school is not yet connected to the network and modem access is impractical).

Under normal circumstances, each applicant will be notified within two weeks of receipt of her/his application of the status of that application.

Rules of use

1. The network and the District's Internet connection may not be used to access, download, store, and/or distribute any material (text, graphic, photo, audio) which is (or which contains material which would be classified as) defamatory, abusive, untrue, obscene, profane, threatening, or sexually explicit.
2. The network may not be used in any fashion which results in violation of District policy or city, county, state, or federal law. Federal copyright regulations are of a particular concern. Each user is responsible for

- knowing and abiding by his/her obligations and restraints within the law and District policy.
3. A user must keep all network access numbers and passwords confidential. One may not share his/her password or a system access phone number with another person, even if the person is an approved network user.
 4. The District accepts no liability or other responsibility for costs related to long distance phone calls, commercial services accessible on the Internet, flat or metered surcharges, or any other costs which might be related to use of the Internet. Individual users are not to incur charges which may in any fashion be invoiced to the District.
 5. No user is permitted to use the network to promote illegal or immoral behavior or activity nor to promote actions which violate school district policy and adopted procedures.
 6. The District network may not be used for mere entertainment, games, real-time chat groups unrelated to instructional activities, personal gain, nor any commercial enterprise. It exists only for communication and access to valuable educational information.
 7. Users must realize that e-mail and other communications via the network are not guaranteed to be private. In the performance of regular system maintenance and management activities, system operators employed by the District may have occasional need to view and even delete materials being transmitted by network users. The District reserves the right to examine and/or purge stored files at any time.
 8. Users are not permitted to access certain programs and services available on the network without prior authority granted by the program Supervisor. Only those whose role requires access and who are granted relevant passwords are permitted to use such services. Users found experimenting with passwords to enter a restricted service will be denied continued use of the network.
 9. Users shall not interfere with or in any way damage the data, programs, files, or network use of another approved network user.
 10. Users shall not attempt to use a password, e-mail name, or Internet address which has been assigned for use by another person.
 11. An employee-user or Board/committee-user who becomes aware of a network security issue is obligated to report it to the Supervisor of Information Technology and to no one else. This includes any problem such as access by an unapproved user, sharing of a password by any user, a software flaw which enables unapproved access, etc. A student-user shall report such issues to his/her teacher, and the teacher will report it to the Supervisor.
 12. Neither the District nor our Internet access provider (Colorado SuperNet) accepts any responsibility for material which is accessible on Internet nor for improper use of our network or the Internet by anyone accessing either by use of a district site or district phone line. Although the District will seek to exclude improper use, each user is liable for his/her own actions.

13. The National Science Foundation Network and other organizations and institutions including numerous universities and libraries have rules for access and use of their services and facilities on the Internet. All VrainNet users will honor and abide by those rules.
14. An employee-user whose employment with the District is discontinued for any reason shall notify the Supervisor of Information Technology at least two weeks before employment is terminated. That may be accomplished via e-mail.
15. Student-users will be purged from the system when they graduate or otherwise depart from the District. Schools are responsible for keeping the Supervisor informed when student-users discontinue their status as students.
16. Committee or Board members who are licensed users will be purged from the system whenever that service to the District is discontinued.

Costs of use

The school district network and Internet access are paid for by the school district. Excluding some voluntary cost-sharing with individual schools to network certain sites, there are no network costs being charged to schools or individual users. However, there are commercial services available on the Internet. Any user who incurs cost for the access of such services is personally responsible for payment of all such costs. Also, although the District has established means for legitimate users to dial into our network from outside the District, the District assumes no responsibility for hardware or software needed at the user's location nor for any long distance phone charges incurred by such activity.

Denial of use and other legal action

Any action/activity which, in the opinion of the program supervisor after appropriate investigation and a meeting with the user, constitutes a violation of these terms and conditions for network and Internet access, or a subsequent revision of these terms and conditions, shall be cause for termination of that user's rights to continued use of the network and the district's Internet system. Termination shall be immediate. Should a user's access be terminated based upon violation of these terms and conditions, said person may appeal that decision with the Assistant Superintendent of Instruction. The Assistant Superintendent of Instruction may decide to support termination or to refer the decision to the Information Technology Advisory Committee for a recommendation of action.

Should the misuse of the District network and/or Internet include an action or actions which are punishable under city, state, or federal law, denial of network use and Internet access will constitute only the first step of action against a former network user. For instance, if software theft is suspected, evidence will

be turned over to law enforcement officials. If corruption of District data or other sabotage is suspected, the District may seek prosecution.

Responsibilities of the district

The St. Vrain Valley School District administration and Board of Education intend to continue to develop and improve the district's wide-area network and its connection through NCBOCES to the Internet. These systems should support the communication and information needs of our staff and students. However, there is no guarantee that there will be: a) no interruptions in service, b) no drops in performance, nor c) a continuation of funding to support the network. Also, the District makes no warranties, express or implied, that software installed on any user station or network server or any hardware or wiring installed by the District will provide the functions or performance expected by any user nor that data available on the network is error-free.

Furthermore, the District is neither equipped to nor funded for the provision of network services to its communities. While such cooperative endeavors may hold great potentials, any consideration of such proposals must hinge upon adequate funding to establish and maintain such services.

Responsibilities of the user

Each licensed user is responsible for using the network and its resources responsibly and in a manner which complies with the aforementioned rules. A user is responsible for all of his or her actions on the network and on Internet. Application for and acceptance of a license acknowledges and accepts that liability.

In the case of a student who is granted a license to use the District's network and Internet access, a parent must agree to accept responsibility for any action said student takes while using these resources. That responsibility extends to any resultant financial or other legal liability, to the extent permitted and limited by Colorado law.

Approved September 27, 1995

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