



## Internal Monitoring Report

Policy Type: Required Policy

Policy Title: Computer Acceptable Use Policy

Global Policy: See Attached Files

This policy lays out the acceptable use of the computers for Lakeview Academy, including web use, email use and most importantly time use. It provides a clear and concise description of what is acceptable and what is not, i.e., myspace and other social networking sites are unacceptable, as well as other websites that may be a waste of time.

Lakeview Academy is in compliance.

Date: 09/22/2008

Signed: James Fillmore

# COMPUTER USE POLICY AND AGREEMENT

## SECTION ONE PURPOSE

A. To better serve our students and provide our teachers and other employees with the best tools to do their jobs, Charter Academy makes available to our workforce access to one or more forms of electronic media and services, including computers, e-mail, telephones, voicemail, fax machines, a central computer network, online services, intranet, Internet and the World Wide Web.

B. Charter Academy encourages the use of these media and associated services because they can make lesson preparation and communication more efficient and effective and because they are valuable sources of information about curriculum. However, all employees and everyone connected with the organization should remember that electronic media and services provided by Charter Academy are the school's property and their purpose is to facilitate and support the school's operations. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

C. To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express Charter Academy philosophy and set forth general principles when using electronic media and services. This Agreement supersedes any previous written Computer Use Policy Agreement, and any verbal agreement regarding computer use.

## SECTION TWO PROHIBITED COMMUNICATIONS

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- Defamatory or threatening;
- In violation of any license governing the use of software; or
- Engaged in for any purpose that is illegal or contrary to Charter Academy policy or business interests.

## SECTION THREE PERSONAL USE

The computers, electronic media and services provided by Charter Academy are primarily for business use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

## SECTION FOUR ACCESS TO EMPLOYEE COMMUNICATIONS

A. Generally, electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, Internet and bulletin board system access, and similar electronic media is not reviewed by the company. However, the following conditions should be noted:

Charter Academy does routinely gather logs for most electronic activities or monitor employee communications directly, e.g., telephone numbers dialed, sites accessed, call length, and time at which calls are made, for the following purposes:

- Cost analysis;
- Resource allocation;
- Optimum technical management of information resources; and

- Detecting patterns of use that indicate employees are violating company policies or engaging in illegal activity.

B. Charter Academy reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other school policies.

C. Employees should not assume electronic communications are completely private. Accordingly, if they have sensitive information to transmit, they should use other means.

## SECTION FIVE SOFTWARE

To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through Charter Academy may be downloaded. Employees should contact the business manager or network administrator if they have any questions.

## SECTION SIX SECURITY/APPROPRIATE USE

A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company management, employees are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties, except by those authorized by the business manager for purposes outlined in section four of this Agreement;
- “Hacking” or obtaining access to systems or accounts they are not authorized to use;
- Using other people's log-ins or passwords; and
- Breaching, testing, or monitoring computer or network security measures.

B. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

D. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by law or the copyright owner.

## SECTION SEVEN EMPLOYEE'S LIABILITY

Employees are liable for the Charter Academy equipment (including computers) assigned to them or that they take off school campus. Employees will be financially responsible to replace or repair equipment that is stolen, lost, or damaged while in employee's care, subject to the following exceptions:

- Damage occurs because of normal wear or from appropriate use during the regular tasks associated with Employee's job;
- Damage or loss is caused by negligence on the part of Charter Academy;
- Damage or loss occurs from events outside Employee's control;
- In event of theft by a third party outside Employee's control, Employee shall replace equipment with any awarded insurance claim.
- Employee is responsible for the first five hundred dollars (\$500) or ten percent, whichever is greater, of the cost to repair or replace damaged or lost equipment resulting from each incident of damage or loss, except:
  - If damage is caused by a third party to whom Employee permitted access to or use of equipment, then employee shall be fully financially responsible for repair or replacement;
  - If damage is caused by Employee's gross negligence or malicious conduct, then Employee shall be fully financially responsible for repair or replacement.

Cost for replacement or repair will equal to a reasonable bid from a reputable third party that meets the school's needs, all as determined by Charter Academy. Charter Academy will arrange and pay for replacement or repair, and Employee will reimburse Charter Academy according to Employee's responsibility outlined in this Agreement. Reimbursement can be in one lump sum within 30 days of repair or replacement, or by payroll deduction of equal amounts spread over six payroll dates, or the number of remaining payroll dates in the school year, whichever is less, that equal Employee's full financial responsibility according to this Agreement.

## SECTION EIGHT PARTICIPATION IN ONLINE FORUMS

A. Employees should remember that any messages or information sent on company-provided facilities to one or more individuals via an electronic network—for example, Internet mailing lists, bulletin boards, and online services—are statements identifiable and attributable to Charter Academy.

B. Charter Academy recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find a helpful idea for academic lessons by consulting members of a news group devoted to education. Employee participation in such forums should always reflect positively on Charter Academy.

SECTION NINE  
VIOLATIONS

Any employee who abuses the privilege of access to computers, e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

SECTION TEN  
EMPLOYEE AGREEMENT ON USE OF COMPUTERS, E-MAIL AND THE  
INTERNET

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Company's computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of Charter Academy to our customers, competitors and suppliers and that I have responsibility to maintain a positive representation of the company. Furthermore, I understand that this policy can be amended at any time. I understand that this Agreement supersedes any previous written Computer Use Policy Agreement, and any verbal agreement regarding computer use.

_____ [Signature of employee]	_____ [Date]
_____ [Employee's name printed]	_____ [Computer number]
_____ [Charter Academy Representative's Signature]	

# CHARTER ACADEMY

## STUDENT COMPUTER USE POLICY

### I. Board Policy

The Board recognizes the need for a policy governing the use of the electronic information resources by students as outlined in Utah State Code §53A-3-422. Responsibility is delegated to the School Administration for implementing the policy according to established guidelines.

The Acceptable Use Policy shall be administered and implemented according to the terms and conditions outlined in the following guidelines:

#### A. Scope

Student use of electronic information resources must be in support of education and research and must be consistent with the educational objectives of Charter Academy. While access to all materials on a worldwide network cannot be controlled, Internet access in Charter Academy is monitored on an ongoing basis.

#### B. Terms and Conditions of This Policy

##### 1. Acceptable Network Use

- a. Students will use the Internet and other electronic information resources in an appropriate manner, abiding by the rules and regulations described in this policy.
- b. Students who formally publish school related information on the Internet must have proper approvals and abide by school publishing guidelines and procedures.
- c. Students are expected to abide by generally accepted rules of network etiquette. These rules include, but are not limited to, being polite, never sending or encouraging others to send abusive messages, and never using inappropriate language.

##### 2. Unacceptable Network Use

- a. Students may not intentionally transmit or receive material in violation of law or school policy. This includes, but is not limited to, pornographic, indecent or sexually suggestive materials, weapons, controlled substances or alcohol, or incendiary devices. Users are prohibited from posting or sending content that contains threats or is hatefully or racially, ethically or otherwise objectionable.
- b. Students may not participate in or promote any illegal or inappropriate activities, disruptive use of the network, or activities of any kind that do not conform to the rules, regulations and policies of Charter Academy.
- c. Students may not use the network for product advertisement or political lobbying.
- d. Students may not reveal personal information such as names, addresses, telephone numbers, passwords, credit card numbers or social security numbers. Releasing personal information of others or that of organizations associated with the school is prohibited.

e. Students may not intentionally harm or destroy school data, the network, or network performance. This includes, but is not limited to, creation and introduction of computer viruses, unauthorized access to restricted systems or programs, or using the school network to illegally access other systems.

3. Expectation of Privacy

a. Student files, disks, documents, etc., which have been used or created with school electronic information resources are not considered private.

b. Electronic mail transmissions are not private.

4. Discussion/Submission

a. Students will participate in a discussion with a parent or legal guardian.

b. Students will be required to submit a new Student Signature of Agreement Form each year or upon special request.

5. Disciplinary Action

a. The combined signatures indicate that the student and parent/legal guardian have carefully read, understand and agree to abide by these terms and conditions regarding proper behavior and use of the network. The signatures on the Student Signature of Agreement Form are legally binding.

b. Students who violate the terms and conditions of this policy will be subject to disciplinary action, including the possibility of suspension or expulsion from school and appropriate legal action. Access to electronic information may be limited, suspended or revoked.

6. Student Liability

a. Students and/or their parents will be held responsible and financially liable for damage to computers or other equipment caused by his/her willful and/or negligent behavior. Signing the "Agreement" page of this form indicates an understanding and acceptance of this liability policy.

7. Service Disclaimer

Charter Academy makes no warranties of any kind, either expressed or implied, for the electronic information resources it is providing. The School will not be responsible for any damages a student suffers while using these resources. These damages may include, but are not limited to, loss of data as a result of delays, employee errors or omissions, or non-deliveries or service interruptions caused by a network system. Use of information obtained by the network system is at the employee's own risk. Charter Academy specifically denies any responsibility for the accuracy of information obtained through the electronic information resources.