

Osborn School District Technology Department

Technology Usage and Procedures Manual



An Osborn EducationSM

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This Document is provided to explain the usage of technology in the Osborn School District for employees. Copyright law can be very confusing and misunderstood. This manual explains this law and how it pertains to the Osborn School District. It also outlines the agreement between the employee and the district regarding acceptable use and conduct on computers. Please read carefully and sign the agreement attached to the back of this manual.

The Technology Department is available when you have trouble with your computer, printers, functionality of applications, etc. We have set up a help line, extension **2010**, which will direct you to the appropriate person to resolve your issue in a timely manner.

Section I

Copyright

Software companies, as well as the Osborn School District, take copyright law and copyright infringement very seriously. This section outlines the various laws that protect copyrights of software manufacturers and provides a brief summary of copyright law in order to give you a basic understanding of how copyright law relates to software.

In general, copyright law is divided into three separate categories as it pertains to software:

Reproduction:

The owner of the copyright is the only person/company who is allowed to reproduce the software program without breaking the law. However, the owner (and only the owner) can grant permission to reproduce the program without an infraction. This permission is given in a written document known as an indemnity clause. This document gives the right to legally reproduce the software but not the right to sell or distribute, or change the software in any way. To reproduce the software without the consent of the copyright owner would be an infringement of copyright and therefore constitutes an illegal act. For example, if the district purchased a copy of a software title on CD, and we wished to make multiple physical copies on CDs to distribute to classrooms, we would have to get written permission from the software creator. If we did not get permission, and made copies anyway, we would be in violation.

Distribution:

Just as the copyright owner must provide an indemnity clause to allow reproduction of the software, the same holds true for distribution. Do not assume that because the owner grants an indemnity clause for reproduction that this also includes the other categories. These are completely separate sections of copyright law, which protect the software package. The owner however can include any category within one indemnity clause but each must be specified individually. Typically, a copyright owner would grant the right of reproduction and distribution to a publishing company in order to copy and distribute the owner's software for retail. In exchange the publishing company would receive percentages of the profit from software sales. What this means is that if the district were to purchase a software title to copy and resell, we would have to have written permission, for both reproduction and distribution, in order to stay compliant. This also means that if an employee were to take a district owned copy of a software

title, reproduce it, and sell it for profit, he or she would be in violation unless an indemnity clause from the software creator was received, this is highly unlikely.

Alteration:

This section applies mainly to pictures and layouts, but can apply to all software and the programming level. Essentially it is unlawful to alter any picture, layout, text, code, or any piece of software protected by copyright. In some instances, such as clipart and other picture galleries, the owner has granted the ability to copy, alter, and redistribute the item(s) in question. This software will be identified as “Royalty Free”, which gives the buyer of the product the ability to use it in a lawful manner. Be careful when using images that are scanned from a magazine or published on the web because these are not typically “Royalty Free”. This means that if the district were to purchase a clip art CD set, we have the right to put those images in any document that we choose, as many times as we choose. The actual terms and conditions for usage can vary from title to title. Some limit usage to non-commercial use, so be sure to read the license agreements thoroughly.

License Ownership & Installation:

The act of purchasing a piece of software grants the purchaser the right to own one (and only one) license for use of the software. Most software is packaged with a license agreement. The license agreement outlines what rights the purchaser has pertaining to copyright. Basically, the license agreement is an indemnity clause by the owner of the copyright, explicitly outlining the use of the software under copyright law.

Programs on Floppy Disk/ Flash Drives

Typical license agreements allow for the reproduction of diskette or copies on flash drives software due to the fragile nature of floppy disks/ flash drives. Although the owner has two physical copies of the same disk, this does not mean the owner has two licenses. The owner now has one licensed copy and one backup copy. This means that the program may be installed on one computer only. The extra copy may be stored but not installed on another computer or given to a friend for their use. This would be a violation of copyright law. For example, if we were to purchase one license for a software title, we are allowed to make one copy legally for backup purposes. We cannot, however make that second copy, and install it on another computer. In the district, the Technology Department is responsible for making software backups for archival purposes.

Programs on CD-ROM

Typical license agreements do not allow the reproduction of CD's under any circumstances. Many programs require the CD in order to run. This may be difficult to understand. Here is a basic explanation.

A music CD needs the CD to play music. But there are no installation files to use the CD. On the other hand, a data program must be installed before the CD can be fully utilized in any fashion. The act of installing the program uses the license purchased with software. In order to legally use the same CD on another computer, the user must fully uninstall the installation and

data files from the original computer. After the program has been removed it can then be installed on another computer.

The only way to get around the above scenario is to be granted an indemnity clause by the copyright owner that allows the purchaser to use the software in a different manner.

Be aware that the distributor, packager, or manufacturer, probably is not the owner of the copyright. Just like a book, the publisher did not write the story. Because indemnity clauses or licenses are written differently for each software package, the copyright owner may grant specific exclusions or special permissions to any of the above for the purpose of delivering the product to the market. These groups would then have the right reproduce and/or distribute software legally.

All legal precautions must be taken and questions answered in writing before any exceptions to the original license agreement are valid. As an example, the district has an agreement with Microsoft, to allow its Office 2000 suite to be made available to employees for business related use at home. This application is on CD's, and our agreement with Microsoft allows us to make Copies of these CD's to help in the distribution of the software product to all employees who want it.

Penalties

It may appear that copyright law is not that serious to the average user, until they get caught! Anyone caught violating copyright law, is subject to both civil and criminal penalties. The maximum penalties for copyright infringement are \$250,000 and up to seven years in prison per incident. A recent example would be a west coast elementary school district, caught using one purchased copy of Microsoft Office for approximately 500 computers, fined \$2,000,000. It is for this very reason that we take these laws very seriously.

Section II Software Installation and Usage

In order to comply with copyright laws as stated in section I, the Osborn School District has instituted some policies in regards to software usage and installation.

Software Installation

- All approved, district owned software will be provided to teachers by either the Technology or the Curriculum Department.
- The Technology Department will facilitate all installations of all software in the district.
- All software *must* be approved by the Technology Department.
- No one except a member of the Technology Department may install software on a district owned computer.
- No district owned software is to be removed except by a member of the Technology Department.
- District owned software may be installed only on district owned computers, with the exception of the Microsoft Office Suite that is made available to employees for business related use at home.

Usage of Microsoft Office Suite at Home

The Microsoft Office suite is available for take home use and installation for one user home license. This suite currently includes Word, Excel, Access, Power Point, Front Page, Photo Draw, and

Publisher. There are two copies of the office suite in each school library, broken into Office disc 1 and 2, Front Page disc 1 and 2, and Photo Draw disc 1, 2, and 3. Each title is available for checkout by any employee of that site, for a maximum duration of two consecutive days or one weekend. The Technology Department does not offer any support for installation or use of the Microsoft Office Suite at home. Details, usage agreement, and installation instructions are located on each CD.

Usage of Non-District Owned Software

The Curriculum and Technology Departments must approve all software. This software will also be subjected to testing in the interest of maintaining network and system integrity. If this software fails the testing process it will not be approved and therefore not placed on district computers. If there are specific software titles that you feel are needed for instruction or administrative purposes, you may purchase that software, and then donate it to the district once it has passed testing. The Curriculum Department must approve the software from an instructional viewpoint to insure state standards are supported. From that point, the district will own the license for that software, and it will be installed on the appropriate computer. No one except a member of the Technology Department may install software on a district owned computer. All documentation and disks will remain with the Technology Department, unless they are needed to run the application. Donated software may only be installed on the same number of computers as the number of licenses donated.

Section III Internet and E-Mail Usage

The Osborn School District provides Internet access as well as an E-Mail account for each employee within the district. As with any other business institution, the Internet and E-mail is to be used for district related purposes only. All OSD policies and procedures referenced will be listed at the end of the document.

The Internet

Being that we are an educational institution, and the Internet is freely available to children, all Internet access is filtered. The district is taking every precaution possible to filter access to Internet material. Unfortunately, not all Internet web sites of adult nature are filtered. Please submit the web site address to the Technology Department if any such sites are found. At no time shall any employee attempt to view, upload, download or access materials from the Internet that is not compliant with OSD Policies and Procedures. All user access, and user attempted access, is monitored and logged by the Technology Department.

E-Mail Usage

One E-Mail account is created for every employee within the district, and is accessible from home as well as within the district network. District E-Mail, as well as all messages, are district property. E-Mail is to be used for district purposes only. Again, being that Osborn is an educational institution and a state entity, all E-Mail messages are public record. The Technology Department monitors email traffic and content. The Technology Department reserves the right to enact quotas on user mailbox size, to conserve district resources.

- At no time shall an employee send, receive, and/or store materials or messages, which are not compliant with OSD Policies and Procedures, using the district E-Mail system.
- Do not send global messages (messages to all Osborn users), especially messages which conflict with OSD Policies and Procedures. These messages go to students, board members, and district constituents as well as employees.

- Do not solicit by E-Mail for business opportunities, buying/selling merchandise, etc.
- Do not forward chain letters, scams, or unsolicited E-mail to other users in or out of the district, Viruses are often found in these forms of e-mail.
- Please report any suspicious E-mail messages and attachments to the Technology Department immediately.

Section IV Computer Placement

Each classroom in the district will have at least one computer used for attendance, instruction, etc. In order to maintain an accurate inventory, computers are fixed assets of that particular room. If an employee moves location, the computer stays in the office, classroom, etc. By having an accurate inventory, we speed up the process of securing funding for technology needs in the district.

Section V Osborn Policies and Procedures Referenced

All staff members are expected to familiarize themselves with the following policies and regulations.

<u>Policy</u>	<u>Description</u>
IJJ-R - IJK-R	Materials Selection and Adoption
IJM	Special Interest Materials
IJND - IJND-R	Use of Technology Resources
IMA - IMA-R	Teaching Materials
IMB	Teaching Controversial / Sensitive Issues
EGAD	Copyright Compliance
GBEA	Staff Ethics
GBEB - GBEB-R	Staff Conduct
GBEBB	Staff Conduct with Students
GBI	Staff Participation in Political Activities
GBEBC	Gifts to and Solicitations by Staff Members

Section VI User Agreement

Osborn School District User Agreement

All users in the Osborn School District shall use district-supplied technology in accordance with the attached policies, and agree that the following acceptable use terms and conditions are followed.

Terms and Conditions

Acceptable Use. Each user must:

1. Use computers and network resources to support personal education objectives consistent with the educational goals and objectives of the School District.
2. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually orientated, threatening, racially offensive, or illegal material.
3. Abide by all copyright and trademark laws and regulations.
4. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
5. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
6. Not intentionally use the network in a way that would disrupt the use of the network by others.
7. Not use computers or network resources for commercial purposes.
8. Follow the District's code of conduct and abide by policies and procedures.
9. Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
10. Understand that inappropriate use may result in cancellation of permission to use computers or network resources and/or other appropriate disciplinary action.

Name: _____
(Please print)

Signature: _____

Date: _____

User Copy

Osborn School District User Agreement

All users in the Osborn School District shall use district-supplied technology in accordance with the attached policies, and agree that the following acceptable use terms and conditions are followed.

Terms and Conditions

Acceptable Use. Each user must:

1. Use computers and network resources to support personal education objectives consistent with the educational goals and objectives of the School District.
2. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually orientated, threatening, racially offensive, or illegal material.
3. Abide by all copyright and trademark laws and regulations.
4. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
5. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
6. Not intentionally use the network in a way that would disrupt the use of the network by others.
7. Not use computers or network resources for commercial purposes.
8. Follow the District's code of conduct and abide by policies and procedures.
9. Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
10. Understand that inappropriate use may result in cancellation of permission to use computers or network resources and/or other appropriate disciplinary action.

Name: _____
(Please print)

Signature: _____

Date: _____

District Copy

Acuerdo de usuarios visitante de distrito escolar Osborn

Todos los padres y miembros de la comunidad del Distrito Escolar Osborn deben usar la tecnología provista por el distrito de acuerdo con los reglamentos adjuntos y estoy de acuerdo a lo siguiente:

1. Usare el software según las provisiones del acuerdo de la licencia.
2. No haré ninguna copia de software bajo ninguna circunstancia.
3. Reconozco que el distrito no tolerará el uso ilegal de copias de software en propiedad del distrito.
4. Comprendo que se sancionará a cualquier persona que haga copias de software.
5. Comprendo que a cualquier persona que se encuentre haciendo copias ilegales de software se le castigará con una multa de \$250,000/7 años de prisión por cada incidente o será sancionado por el distrito.
6. Reportare cualquier infracción del uso de software al Departamento de Tecnología del Distrito.
7. Comprendo que todo software será instalado por el Departamento de Tecnología.
8. Comprendo que computadoras portátiles personales, conmutadores, concentradores, enrutadores, y cualquier otro equipo no autorizada por el Departamento de Tecnología no debe estar conectado a la red de Osborn.
9. Comprendo que a ningún momento intentaré ver, cargar, descargar o acceder material del Internet que sea inapropiado, controversial o de índole adulta.
10. Comprendo que el uso de Internet y correo electrónico es para funciones del distrito solamente, y será monitoreado por el Departamento de Tecnología.
11. Comprendo que no moveré ninguna computadora del distrito de su ubicación (con la excepción de computadoras portátiles).

He leído y comprendo totalmente los reglamentos y procedimientos. Con mi firma, acepto la responsabilidad de asegurar que el uso de cualquier computadora y su software bajo mi supervisión cumplirá con los reglamentos y procedimientos del Distrito Escolar Osborn.

Nombre: _____
(Letra de Molde)

Firma: _____

Fecha: _____

Osborn School District Student Agreement

All students of the Osborn School District shall use district-supplied technology in accordance with the attached policies, and agree that the following acceptable use terms and conditions are followed.

Terms and Conditions

Acceptable Use: Each user must:

1. Use computers and network resources to support personal education objectives consistent with the educational goals and objectives of the School District.
2. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually orientated, threatening, racially offensive, or illegal material.
3. Abide by all copyright and trademark laws and regulations.
4. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
5. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
6. Not intentionally use the network in a way that would disrupt the use of the network by others.
7. Follow the District's code of conduct and abide by policies and procedures.
8. Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
9. Agree that personal laptops, switches, hubs, routers and any other equipment not authorized by the Technology Department must not be connected to the Osborn network.

Personal Responsibility: I will report any misuse of computers and/or network resources to my teacher.

Network Etiquette: I am expected to abide by the generally acceptable rule of network etiquette.

Therefore I will:

- **Be polite and use appropriate language.** I will not send, or encourage others to send, abusive messages.
- **Respect Privacy.** I will not reveal home addresses, personal phone numbers or personally identifiable information.
- **Avoid Disruptions.** I will not intentionally use the network in any way that would disrupt use of the system by other.

Student Name: _____

(Please print)

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____