## SECTION E: SUPPORT SERVICES

EA Safety Program EB Vandalism

EC Receiving and Warehousing

ED Authorized Use of School-Owned Materials
EE Network Privacy and Acceptable Use Policy

EE-1 Form Staff Member Agreement (Network Privacy and Acceptable Use)
EE-2 Form Student's Agreement (Network Privacy and Acceptable Use)

EE-3 Form Parent's or Guardian's Agreement (Network Privacy and Acceptable Use)

EF Copyright

EF Procedure Copyright Procedures/Guidelines

EG Telephone Services

EH Data and Records Retention

File: EA

#### SAFETY PROGRAM

The Board will make efforts to provide for the safety of all students, employees and members of the community present on property used by the Findlay Digital Academy and at all Findlay Digital Academy-sponsored events at other sites. The Board directs the Findlay Digital Academy to develop and use a Crisis Plan that follows the guidelines developed by the Ohio Attorney General's office.

The Executive Director/Superintendent/designee has responsibility for the safety/crisis program of the Findlay Digital Academy. The practice of safety is a part of the instructional plan of the Findlay Digital Academy through educational programs. The educational program includes instruction in, in-service training and emergency procedures appropriate to students at different grade levels.

[Adoption date: May 5, 2005] [Revision date: October 9, 2014]

LEGAL REFS.: Public Employment Risk Reduction Act; ORC 4167.01 et seg.

ORC 2744

3313.60; 3313.643

3737.73 OAC 3301-35-06

#### VANDALISM

Parents and students are made aware of the legal consequences of vandalism. Students, employees and citizens of the Findlay Digital Academy are urged to report any incidents of vandalism to property belonging to the Digital Academy Board/Findlay City School District together with the name(s) of the person(s) believed to be responsible. The Board may offer a reward for information leading to the arrest and conviction of any person who steals or damages Board property.

The Executive Director/Superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against School property or equipment. The Executive Director/Superintendent is further authorized to delegate, as he/she sees fit, authority to sign such complaints and to press charges.

Any student found guilty of any form of vandalism or defacement of Findlay Digital Academy property may be subject to suspension or expulsion.

Parents are liable up to the amount provided by law for the willful destruction of property by a minor in their custody or control. If parents are found liable for monetary damages and are unable to make restitution, the Board may allow the parents to perform community service for the Digital Academy Board/Findlay City School District instead of repayment of the damages.

[Adoption date: May 10, 2005] [Reviewd October 9, 2014]

LEGAL REFS.: ORC 2909.05

3109.09 3313.173 3737.99

File: EC

#### RECEIVING AND WAREHOUSING

The Board authorizes the appropriate personnel to facilitate the receipt, storage and shipment of supplies and equipment necessary to the appropriate conduct of the business of the Findlay Digital Academy.

All instructional materials and equipment of the Findlay Digital Academy are classified and catalogued. The materials and equipment are made available to all children in sufficient quantity and at appropriate levels so that they are optimally useful to each child, and so that teachers and/or instructional coaches can meet both the planned curriculum sequence and the special instructional needs of the children.

All materials and equipment issued to students is the responsibility of the student. Fines may be assessed students who return damaged equipment.

Materials are inventoried annually.

[Adoption date: May 10, 2005] [Reviewed October 9, 2014]

# AUTHORIZED USE OF SCHOOL-OWNED MATERIALS

The use of Findlay Digital Academy owned equipment is primarily for school related business. Use of technology equipment must be in compliance with the policy on Computer/On-line Services.

[Adoption date: May 10, 2005] [Reviewed October 9, 2014]

#### NETWORK PRIVACY AND ACCEPTABLE USE POLICY

It is the intention of the Findlay City Schools Board of Education/Findlay Digital Academy Board of Directors to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

# Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental uses of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses, which are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator.

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# **Security and Integrity**

Staff members shall not take any action which would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions, which may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a school District Administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

#### Right of Access

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information or messages, which may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

#### Websites and/or Web Pages - School and Student Information

Staff members shall use discretion when posting information on the Internet about the district, school, class and/or students. Photos of students in educational settings are permitted; however, personal information that directly identifies a student is prohibited. Websites and/or Class pages are required to be maintained through Findlay City Schools. Private accounts and/or domain names that concern a school program, sport, class, fundraiser, or club is prohibited without permission from an administrator. Staff members will be given access to the web server upon request. Uploading of software and/or non- school related materials to this location is prohibited.

#### Guidelines for Designing Websites and Web Pages

- All sites must display information on the ownership of the site/page, including a contact name with email address and the date of the last update. This information should be included at the bottom of every page.
- Links from a web page to any non-school site must not imply District endorsement of the site's products or services.

File: EE

- Class and/or Student Photographs may be used, however, no student names or other personal information should be used in captions for the photographs.
- Web pages should be well designed and written. The appearance and content are as important as the technical aspects.
- Provide the ability to return to your home page and also to go to the Findlay City Schools website.
- Copyright laws apply to electronic publishing as well as to print publishing.

# **Laptop Computer Damage and Loss**

Laptop computers and the accompanying accessories ("equipment") provided to District teachers and administrators ("users") have significant value and require appropriate attention and care to ensure that they remain in good working condition for their useful life. The following policy provisions apply where the equipment may become damaged, lost or stolen:

# **Equipment Damage**

Equipment may become damaged and cease to function for one of three reasons: mechanical failure, accidental damage or user negligence. In instances of equipment damage, the user will be issued a loaner computer if the necessary repairs cannot be completed right away. If the equipment is damaged such that it cannot be repaired, the equipment may be replaced. The loaner equipment and/or the replacement equipment will fall under the same agreement terms as the equipment it replaces. Although the Technology Department staff will make reasonable attempts to recover any data stored on the computer, it cannot guarantee that such recovery will be successful. For this reason, it is the responsibility of the user to regularly backup his or her data.

#### Mechanical Failure

Mechanical failure is defined as equipment malfunction due to manufacturer defect or normal use/age. In the event of mechanical failure, there will be no financial responsibility to the user as long as the issue is addressed in a timely manner so as not to create a greater problem (e.g. not having a damaged hinge repaired causing it to subsequently break and crack the entire computer housing). These failures are generally covered by the manufacturer's warranty for the time period established at the time of purchase. (The District generally purchases a 3-year manufacturer's warranty for each system and absorbs the cost of repairs for the final 2 years of our equipment cycle.) Batteries and power adapters are covered as described in the manufacturer's warranty guidelines. In the event of mechanical failure, a Help Desk ticket should be initiated in order to obtain servicing.

# Accidental Damage

Accidental damage is defined as equipment malfunction in circumstances that do not violate this

File: EE

or other applicable District policies, or reasonable guidelines for care of computers. In the event

of accidental damage, there will be no financial responsibility to the user for the laptop computer, as long as the issue is addressed in a timely manner so as not to create a greater problem, as mentioned above. The district does, however, reserve the right to assess financial responsibility or take other appropriate action in situations where accidental damage becomes excessive. (See User Negligence below.) In the event of accidental damage, a helpdesk ticket should be initiated in order to obtain servicing.

# <u>User Negligence</u>

User negligence is defined as equipment malfunction in circumstances that violate this or other District policies, or reasonable guidelines for computer care. User negligence will be determined by the Director of Technology. A negligence fee of up to \$30.00 for the first incident and \$100.00 for subsequent incidents may be assessed. If the damage to the equipment is significant, requiring the replacement of major components or the entire computer, additional amounts may be assessed as determined by the Director of Technology. Actual cost of the repair will be borne by the District. Appeals regarding charges made for user negligence must be presented in writing to the Executive Director/Superintendent.

# **Equipment Loss or Theft**

In all instances of the loss or theft of a laptop computer, the following steps must be taken by the user:

- In all instances of suspected theft, either in or out of a District building, a police report must be filed. Copies of the police report must be filed in a timely manner with the building principal and the Technology Director.
- The loss should also be reported to the Help Desk immediately so appropriate search actions can be undertaken in a timely manner.

For the first incident of lost equipment not suspected to be the result of theft, the user will be assessed a lost equipment fee of \$250 or the actual cost of the replacement equipment, whichever is less. Any subsequent loss will be assessed at the full replacement value of the equipment. A lost equipment fee will not be charged if the equipment is suspected to have been stolen, a police report is filed, and the theft is not deemed to be the result of user negligence. (See User Negligence above.) The Technology Department/FDA will replace the equipment as soon as possible. If the lost equipment is subsequently found, it must be returned to the Technology Department/FDA office which will assess the equipment's condition and determine if a reduction or refund of the Lost Equipment Fee is appropriate. The payment of a Lost Equipment Fee does not transfer ownership of the equipment to the user.

The filing of a fraudulent incident report and/or the failure to subsequently return found equipment may result in appropriate disciplinary action. Multiple loss or theft of equipment may result in additional financial responsibility for the user and/or denial of future use of a District laptop. Appeals regarding loss/theft may be submitted in writing to the Executive

File: EE

# Financial Responsibility

The payment of any fees or other amount incurred as described above are subject to the District's financial procedures. Charges under appeal may remain unpaid as long as the user brings the written appeal to the Executive Director/Superintendent within 30 days of the original billing date of the charge.

[Adoption date: May 10, 2005]

[Revision date: October 9, 2014]

LEGAL REFS.: U.S. Const. Art. I, Section 8

Family Educational Rights and Privacy Act; 20 USC 1232g et seq. Children's Internet Protection Act of 2000 (H.R. 4577, P.L. 106-554)

ORC 1329.54-1329.67, 3313.201 3319.321

# NETWORK PRIVACY AND ACCEPTABLE USE POLICY

# STAFF MEMBER AGREEMENT

I have read the "Network Privacy and Accepto staff use of the computers, computer networks, School District.	ptable Use Policy for Staff Members" relating and electronic messaging systems of the
I would like to be given access to the Schoo electronic messaging systems. I understand that su withdrawn in the event of non-compliance with the	ch access is a privilege, which may be
I agree to comply with the "Network Privace Members" and understand that access to the network may be withdrawn in the event of noncompliance	ork and messaging systems is a privilege, which
I would like to request the use of a District l understand and accept the policy provisions for La	aptop computer, and if such use is approved, I uptop Computer Damage and Loss.
	Staff Member
	Print Name
Signature Date	
Building	

#### STUDENT'S AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand and agree to abide by the terms of the foregoing Network Privacy and Acceptable Use Policy. Should I commit any violation or in any way misuse my access to Findlay Digital Academy's computer network and the Internet, I understand and agree that my access privilege may be revoked and disciplinary action may be taken against me.

Student Name (PRINT CLEARLY)

Home Phone

Student Signature

Date

Address

User (place an "X" in the correct blank):

I am 18 or older \_\_\_\_\_\_ I am under 18 \_\_\_\_\_\_

If I am signing this Policy when I am under 18, I understand that when I turn 18, this Policy will continue to be in full force and effect and agree to abide by this Policy.

[Reviewed October 9, 2014]

# PARENT'S OR GUARDIAN'S AGREEMENT

Student Name	
To be read and signed by parents or guardians of students	who are under 18.
As the parent or legal guardian of the above student I have child or ward shall comply with the terms of the Findlay D Acceptable Use Policy for the student's access to the School I understand that access is being provided to the students for However, I also understand that it is impossible for the Fin access to all offensive and controversial materials and underesponsibility for abiding by the Policy. I am therefore sign and hold harmless, the Findlay Digital Academy and the D opportunity to the Findlay Digital Academy for computer reclaims, damages, losses and costs, of whatever kind, that n use of his or her access to such networks or his or her violationaccept full responsibility for supervision of my child or war and when such access is not in the Findlay Digital Academ my child or ward to use the building-approved account to a computer network and the Internet.	rigital Academy's Network Privacy and ol's computer network and the Internet. For educational purposes only. Indiay Digital Academy to restrict erstand my child or ward's ming this Policy and agree to indemnify that Acquisition Site that provides the network and Internet access against all may result from my child's or ward's action of the foregoing Policy. Further, I ard's use of his or her access account if my setting. I hereby give permission for
Parent or Guardian Name(s) (PRINT CLEARLY)	Home Phone
Parent or Guardian signature(s)	Date
Address	
[Reviewed October 9, 2014]	

#### **COPYRIGHT**

The Board conforms to existing United States copyright laws and maintains the highest ethical standards in the use of copyrighted materials for instructional purposes.

The Board encourages its staff to enrich the learning programs by making proper use of supplementary materials. It is the responsibility of the staff to abide by the copying procedures and obey the requirements of the law. Under no circumstances may employees of the School violate copyright requirements in order to perform their duties properly. The Board is not responsible for any violations of the Copyright Act by its employees.

Public Law 94-533, The Copyright Act, affects all employees because it sets guidelines regarding the duplication and use of all copyrighted materials – print, nonprint, music, computer software and others. The Superintendent is responsible for disseminating the guidelines for duplication and use of copyrighted materials to all employees.

Any employee who is uncertain as to whether the reproducing or use of copyrighted materials complies with the procedures or is permissible under law shall contact the Executive Director/Superintendent/ designee.

[Adoption date: May 10, 2005] [Reviewed October 9, 2014]

LEGAL REFS.: U.S. Const. Art. I, Section 8

Copyright Act, 17 USC 101 et seq.

#### COPYRIGHT PROCEDURES/GUIDELINES

#### Educational Use of Copyrighted Print Materials

#### 1 Fair use

The fair use of copyrighted work for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship or research is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use, the factors to be considered include the:

- A. purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- B. nature of the copyrighted work;
- C. the amount and substantiality of the portion used in relation to the copyrighted work as a whole and
- D. effect of the use upon the potential market for or value of the copyrighted work.

#### 2. Single copying for teachers

A single copy may be made of any of the following by or for a teacher at his/her individual request for his/her scholarly research or use in teaching or preparation to teach a class:

- A. a chapter from a book:
- B. an article from a periodical or newspaper;
- C. a short story, short essay or short poem, whether or not from a collective work or
- D. a chart, graph, diagram, drawing, cartoons or picture from a book, periodical or newspaper.

## 3. Multiple copies for classroom use

Multiple copies (not to exceed more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. the copying meets the tests of brevity, spontaneity and cumulative effect as defined below and
- B. each copy includes a notice of copyright.
  - 1) Brevity

Poetry: (a) a complete poem if less than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.

Prose: (a) a complete article, story or essay of less than 2,500 words or (b) an excerpt of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

Each of the numerical limits stated in "poetry" and "prose" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.

Illustration: one chart, graph, diagram, drawing, cartoon or picture per book or periodical issue.

Special work: certain work in poetry, prose or "poetic prose", which often combines language with illustrations, of less than 2,500 words.

A "special work" may not be reproduced in its entirety. However, an excerpt comprising not more than two of the published pages of a special work, and containing not more than 10% of the words found in the text thereof, may be reproduced.

# 2) Spontaneity

The copying is at the instance and inspiration of the individual teacher. The inspiration and decision to use the work, and the moment of its use for maximum teaching effectiveness, are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

#### 3) Cumulative effect

The copying of the material is for only one course in the School in which copies are made.

Not more than one short poem, article, story or essay, or two excerpts, may be copied from the same author, nor more than three from the same collective work or periodical volume, during one class term.

The limitations stated in the preceding two paragraphs shall not apply to current news periodicals and newspapers and current news sections of other periodicals.

The limitations as to single copying for teachers and multiple copies for classroom use are applicable.

#### 4. Prohibitions

A. Copying shall not be used to create, replace or substitute for anthologies, compilations or collective works. Such replacements or substitutions may occur whether copies of various works or excerpts there from are accumulated or reproduced and used separately.

B. There shall be no copying of or from works intended to be "consumable" in the course of study or teaching. These include workbooks, exercises, standardized tests, test booklets, answer sheets and similar consumable material.

## C. Copying shall not:

- 1) substitute for the purchase of books, publishers' reprints or periodicals;
- 2) be directed by higher authority or
- 3) be repeated with respect to the same item by the same teacher from term to term
- D. No charge shall be made to the student beyond the actual cost of the photocopying.

## Educational Use of Copyrighted Music

#### 1. Permissible uses

- A. Emergency copying may be done to replace purchased copies which for any reason are not available for an imminent performance, provided purchased replacement copies shall be substituted in due course.
- B. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or area, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per student.
- C. Printed copies that have been purchased may be edited or simplified, provided that the fundamental character of the work is not distorted or that lyrics, if any, are not altered or added.
- D. A single copy of recordings of performances by students may be retained by the educational institution or individual teacher.
- E. A single copy of a sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright, which may exist in the sound recording.)

#### 2. Prohibitions

- A. Copying shall not be used to create, replace or substitute for anthologies, compilations or collective works.
- B. Copying of or from works intended to be "consumable" in the course of study or of teaching such as workbooks, exercises, standardized tests, answer sheets and similar material is prohibited.

- C. Copying shall not be used for the purpose of performance except as previously stated.
- D. Copying shall not be used for the purpose of substituting for the purchase of music except as previously stated.
- E. Copying without inclusion of the copyright notice, which appears on the printed copy, is prohibited.

# Educational Use of Copyrighted Audio-Visual Material

- 1. Before reproducing small portions of sound recordings, filmstrips, slide sets, transparencies or motion pictures, or videotaping commercial television broadcasts, employees shall consult with the principal to determine whether the proposed action complies with the "fair use" principles of the Copyright Act.
- 2. School recordings may be made of certain instructional television programs telecast by the local Public Broadcasting Systems educational television station. Before recording the telecast, the following conditions shall be satisfied.
  - A. The monthly list of programs not licensed for recording shall be consulted. Any program listed shall not be recorded.
  - B. Recordings may be used in classroom or instructional settings as an educational activity or at a PTA meeting, board meeting or similar activity.
  - C. Recordings shall be used only in the facilities of the School and shall not be loaned or made available outside of those facilities.
  - D. Recordings made from evening programs, which may be copied, shall be retained for no more than seven days following the telecast unless an extension is received in writing in advance. Daytime telecasts may be recorded and retained permanently unless otherwise notified.

# Educational Use of Copyrighted Library Material

- 1. A library may make a single copy of unpublished work in order to replace it because it is damaged, deteriorated, lost or stolen, provided that an unused replacement cannot be obtained at a fair price.
- 2. A library may provide a single copy of copyrighted material at cost to a student or staff member.
  - A. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. Under the latter circumstances, the entire work may be copied.
  - B. The copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship or research. Any other use subjects the person to liability for copyright infringement.

    PROCEDURE EF

3. At the request of the teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies as previously stated.

### **Copying Limitations**

- 1. Circumstances arise when personnel are uncertain whether or not copying is prohibited. In those circumstances, the Superintendent shall be contacted. If the Superintendent is uncertain, he/she shall consult with the School's legal counsel.
- 2. The following prohibitions have been expressly stated in federal guidelines.
  - A. Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations or collective works.
  - B. Unless expressly permitted by agreement with the publisher and authorized by School action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets or similar materials.
  - C. Employees shall not:
    - use copies to substitute for the purchase of books, periodicals, music recordings or other copyrighted material, except as permitted by School procedure;
    - 2) copy or use the same items from term to term without the copyright owner's permission;
    - 3) copy or use more than nine instances of multiple copying of protected material in any one term;
    - 4) copy or use more than one short work or two excerpts from works of the same author in any one term or
    - 5) copy or use protected materials without including a notice of copyright. The following shall constitute a satisfactory notice:

# NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW.

3. Employees shall not reproduce or use copyrighted material at the direction of a School administrator without permission of the copyright owner.

# Computer Software Copyright

The Board recognizes that computer software piracy is a major problem for the industry, and that violations of copyright laws contribute to higher costs and lessens incentives for publishers to develop effective educational software. Therefore, in an effort to discourage software piracy and to prevent such illegal activity, the School will take the following steps.

1. The ethical and practical implications of software copyright violations will be provided to all employees and students using the Findlay Digital Academy computer facilities and software.

- 2. Employees and students will be informed that they are expected to adhere to the Copyright Act and all subsequent amendments thereto governing the use of software.
- 3. Wherever possible, efforts will be made to secure software from being duplicated from floppy disks, hard drives or networked systems.
- 4. Illegal copies of copyrighted software shall not be made or used on Findlay Digital Academy equipment.
- 5. Digital Academy Board/Findlay City School District administrators shall be designated as the only individuals who may sign license agreements for educational software used on Findlay Digital Academy computers.
- 6. Documentation of licenses for software used on Findlay Digital Academy computers will be located at the site where the software is being used.

## **Unsupervised Copy Equipment**

The following notice, in large type, shall be affixed to all Findlay Digital Academy copying equipment (Xerox, Thermofax, audiotape recorder, videotape recorder and copy camera):

NOTICE: THE COPYRIGHT LAW OF THE UNITED STATES GOVERNS THE MAKING OF COPIES OF COPYRIGHTED MATERIAL. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

#### WARNING CONCERNING COPYRIGHT RESTRICTIONS

THE COPYRIGHT LAW OF THE UNITED STATES GOVERNS THE MAKING OF COPIES OR OTHER REPRODUCTION OF COPYRIGHTED MATERIAL.

UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIED CONDITIONS IS THAT THE PHOTOCOPY OR REPRODUCTION IS NOT TO BE "USED FOR

ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP OR RESEARCH." IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE," THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT.

THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

(Approval date: May 5, 2005) [Reviewed October 9, 2014]

#### TELEPHONE SERVICES

Digital Academy Board/Findlay City School District telephones are provided for official school use. In order to permit staff members to make necessary personal calls with minimum loss of time, certain telephones may be used for personal calls. Staff members making personal calls are responsible for and shall pay any long distance and/or toll charges.

#### Use of a Personal Cellular Telephone While at Work

Personal calls during work hours can interfere with employee productivity and be distracting to others, regardless of whether on a cellular or regular telephone. Employees are expected to use discretion in using personal cellular telephones while at work.

[Adoption date: May 10, 2005] [Revision date: October 9, 2014]

LEGAL REFS.: ORC 3313.20

OAC 3301-35-06

File: EH

#### DATA AND RECORDS RETENTION

All records<sup>1</sup> are the property of the Findlay Digital Academy and are not removed, destroyed, mutilated, transferred or otherwise damaged or disposed of, in whole or in part, except as provided by law. Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred or destroyed unlawfully. When applicable to records, the Findlay Digital Academy will abide by the Ohio Privacy Law.

The Executive Director/Superintendent designates a "Records Officer" in who is responsible for all aspects of records retention.

Findlay Digital Academy will follow all ORC procedures pertaining to school records of adjudicated delinquents after their court records are expunged.

[Adoption date: May 10, 2005] [Reviewed October 9, 2014]

LEGAL REFS.: ORC 149.43

<sup>&</sup>lt;sup>1</sup>Records include any documents devices or items, regardless of physical form or characteristic, created or received by or coming under the jurisdiction of the Findlay Digital Academy, which serves to document the organization, functions, policies, decisions, procedures, operations or other activities of the Findlay Digital Academy. ORC Section149.011