

NORTH SHORE SCHOOL DISTRICT**COMPUTER NETWORK****ACCEPTABLE USE POLICY**

Please read the following before signing the attached **legally binding contract**.

Introduction

Internet access is now available to students, teachers, staff, administrators, and community members in the North Shore School District. The District's goal in providing such access is to promote educational excellence in the North Shore Schools by facilitating resource sharing innovation, and communication. The District regards this access as a privilege, not a right.

The North Shore School District's Wide Area Network Computer Network is an electronic network with accesses to the Internet, an electronic highway connecting thousands of computers and millions of individual subscribers throughout the world. It provides access to electronic mail (e-mail) communication, news from libraries and other research institutions, public domain and shareware of types, and discussion groups on a variety of topics.

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. The North Shore School District has taken available precautions, which are limited to filter access to objectionable materials. However, it is impossible to control access to all materials and information on the Internet.

Because we firmly believe that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may procure material that is not consistent with the educational goals of the District, we have developed the following guidelines for acceptable use. In general, these guidelines require that end users (students, faculty, administrators, community members and staff) utilize the Network in an efficient, ethical and legal manner. The failure of any user to comply with the District's Acceptable Use Policy may result in disciplinary action as well as suspension and/or revocation of access privileges, and/or legal action.

A user's signature on the attached **legally binding Contract Agreement and Application for a North Shore School District Internet Account** indicates that the user has carefully read and fully understands this Introduction and the Terms and Conditions of Acceptable Use that follow.

North Shore School District Network – Terms and Conditions for Acceptable Use

1. A student's account can only be used to research information in support of his or her education.
2. All users must abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
 - a. You must not write or send messages meant to abuse, harass, intimidate or defame others.
 - b. You must use appropriate language. This means that you must not swear or use vulgarities.

- c. You must not attempt to receive, transmit or make available to others obscene, offensive or sexually explicit material.
- d. You should never reveal your personal address or telephone number, and you **must never** reveal the address or telephone of anyone else.
- e. You must not use the Network in any way that might disrupt the use of the Network by others. Examples of this include, but are not restricted to:
 - i. Downloading extensive files;
 - ii. Sending mass e-mail messages or transmitting or propagating chain letters;
 - iii. Annoying others by using chat functions or instant messaging unless instructed by a teacher as part of an instructional project.
- f. You must not create or spread viruses, degrade system performance, disrupt service or damage files.
- g. You must never access someone else's account. You must not use another person's email account at **anytime**.
- h. You must immediately notify the system administrator if you think you have identified a security problem. You must not talk about this security problem, or demonstrate it to other users.
- i. You must not attempt to login to the North Shore District Network as a system administrator.
- j. You must not vandalize any computer software, data of another user on the North Shore Network or any information connected to the North Shore Network.
- k. You must not vandalize any computer hardware, hardware peripherals, furniture or materials in any of the computer rooms, classrooms or library.
- l. You must not give out or allow the use of your personal network password(s). You must not log-on with any other password than your own.
- m. You must not change, add or delete a preference file or system file at any time.
- n. You must not attempt to gain unauthorized access to any file, resources, or computer or phone systems (including those of the District).
- o. You must not use the Network to play or download games, movies, or other forms of entertainment.

There is NO PRIVACY GUARANTEE for electronic mail (e-mail) or any use of the District Computer Network. Students, faculty, administrators, community members and staff must understand that e-mail and the Network are not guaranteed to be private and that the Network is the sole property of the District. Consequently, the system administrator may examine the account, e-mail and disks, files, etc. used in conjunction with the District Network of any user. Moreover, student violations of the

Acceptable Use Policy will be immediately reported to the student's parents and may result in disciplinary action.

Use of another organization's networks or computing resources must comply with the rules of the District Network and such other network. Illegal activities are strictly prohibited. Information pertaining to or implicating illegal or unlawful activity will be reported to the proper authorities. Transmission of any material in violation of any federal, state and/or local law or regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret. Users must respect all intellectual and property rights and laws.

In accord with the Copyright Act of 1976, a user may make "fair use" of a copyrighted work for purposes of criticism, comment, news reporting, teaching, scholarship, or research. Of course, students must always avoid plagiarism.

Use of the District Network for day-trading, on-line auctions, commercial activities by for-profit institutions, product advertisement, or for commercial gain is also prohibited.

Reliability - The North Shore School District makes no warranties of any kind, whether expressed or implied, and assumes no responsibility as to the quality, availability, or reliability of the service it is providing. Users navigate the Internet and use information at their own risk. The District will not be responsible to any user for any damages sustained or incurred in connection with the use, operation or inability to use the District Network, including, but not limited to, loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by the District's own negligence, errors or omissions (even where the District has been advised of the possibility of such loss), or those of the user.

The terms and conditions stated in this Policy reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the state of New York and the United States of America.

You may retain this copy of this policy for your files.

CONTRACT AGREEMENT

and

APPLICATION FOR A NORTH SHORE

SCHOOL DISTRICT INTERNET ACCOUNT

Directions: After carefully reading the North Shore School District Network Introduction and the Terms and Condition for Acceptable Use, please fill out the appropriate portions of the following contract completely and legibly. The signature of a parent or guardian is also required where the applicant is a student. Signed contracts should be returned to the building’s computer aide. Any questions should be addressed to Mr. Elliot Kaye, Director of Technology.

CONSENT AND WAIVER

I have read the North Shore School District Computer Network Introduction and the Terms and Conditions for Acceptable Use. I fully understand and will abide by the stated Terms and Conditions for the North Shore School District Computer Network. I understand that there is no privacy guarantee for e-mail or any use of the District Network.

I further understand that any violation of this Policy may result in disciplinary action and suspension and/or revocation of access privileges and/or legal action. Moreover, I am legally responsible for any action I take with regard to use of the Network and any evidence of violation of federal, state and/or local law will be forwarded to the proper authorities.

In consideration for the privilege of using the North Shore School District Computer Network, on behalf of myself, and my respective relatives, heirs, estates, and assigns, I hereby release and discharge the North Shore School District, and its respective officers, employees and agents, from any and all claims and liabilities arising out of or resulting from any use, operation, or inability to use the District Network. I further agree to defend and indemnify the District and hold the District harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) relating to any acts taken by me or material or information transmitted by me in connection with any use of the District Network.

User Name (please print in ink): _____

User Signature: _____ Date: _____

For Students:

Expected Year of Graduation: _____

PARENT OR GUARDIAN (IF APPLICANT IS A STUDENT)

As the parent or guardian of this student, I have read and fully understand the Introduction and the Terms and Conditions for Acceptable Computer Use in the North Shore School District Network. I understand that this access is designed for educational purposes only and have fully discussed this fact with my son or daughter. I assume responsibility for the content of messages transmitted or posted by my child.

I understand that although the North Shore School District has taken precautions to eliminate objectionable material, it is impossible for the North Shore School District to restrict all access to objectionable materials. I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct. I understand that I am financially responsible for any and all charges made by my child to his or her account.

Finally, in consideration for my child’s use of the District Network, on behalf of myself and my child, and our respective relatives, heirs, estates and assigns, I hereby release and discharge the North Shore School District, and its respective officers, employees and agents, for any and all claims and liabilities arising out of or resulting from my child’s use, operation or inability to use the District Network. I further agree to defend and indemnify the District and hold the District harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney’s fees) relating to any acts taken by my child or material or information transmitted by my child in connection with any use of the District Network.

Parent or Guardian (please print in ink: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Evening Phone Number: _____

Adoption date: June 15, 2006