

# BLIND BROOK – RYE UNION FREE SCHOOL DISTRICT

## POLICY REGARDING USE OF ELECTRONIC INFORMATION RESOURCES

---

*Please read this agreement carefully. Before you can be provided with a network access account, you must sign this acknowledgement form and return it to the Technology Coordinator.*

Internet access is available to administration, faculty and staff members at the Blind Brook School District. We are very pleased to bring this access to the District and believe the Internet offers vast, diverse and unique resources to both students and staff. Our goal in providing this service to staff and students is to promote educational excellence in Blind Brook School District by facilitating resource-sharing, research, innovation and professional communication.

The Internet, however, is not designed exclusively for use by schools. It is possible that staff and students may occasionally access inappropriate material either deliberately or by accident. District guidelines for Internet use prohibit access to material that is inappropriate in the school environment as per the Federally-enacted Children's Internet Protection Act (CIPA) which forbids school-based access to potentially harmful material including but not limited to pornography, obscenities and sites that promote violence or sell weapons.

Staff members are expected to use district technology equipment, software, and network services for educational purposes. The Blind Brook School District has taken steps to help promote a safer Internet experience by providing a filtering system. The use of a filter is not a 100% guarantee that staff and students will not encounter information that is controversial or of limited educational value. This requires that staff exercise professional judgment in bringing inappropriate content, as described in the above paragraph, to the attention of the network administrators of the Blind Brook School District which firmly believes 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 this project.

These guidelines are provided here so that users are aware of the responsibilities they are about to acquire. In general, this requires efficient, ethical and legal utilization of the network resources. ***Users must not provide others with access to their individual accounts and must change your passwords regularly.*** Each user is responsible for all actions on his or her individual account.

***If a Blind Brook School District user violates any of the provisions, terms or conditions outlined in this agreement or allows others to do so using his or her account, his or her account will be terminated and future access could possibly be denied. The signature(s) at the end of this document indicate(s) the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance and personal responsibility in using district technology resources..***

## **TERMS AND CONDITIONS GOVERNING USE OF THE DISTRICT'S TECHNOLOGY SYSTEMS**

1. **PERSONAL RESPONSIBILITY.** The user will accept personal responsibility for reporting any misuse of the network to the system administrator. Misuse may come in many forms, but it is commonly viewed as any transmission(s) sent or received that indicates or suggests pornography, unethical or illegal solicitation (i.e., including but not limited to activities that result in the use of district time and resources to pursue non district-related business for commercial profit, or nonprofessional activities that are inappropriate as defined by CIPA guidelines), racism, sexism and inappropriate language, and violation of laws including but not limited to intellectual property laws and regulations or other issues described below.

2. **ACCEPTABLE USE.** The use of an assigned account must be in support of education, research and the fulfillment of my professional responsibilities, and must be consistent with Blind Brook School District's educational goals and objectives. The user is personally responsible for the use of his/her account at all times. Specifically:

- a. When using another organizations' networks or computing resources (i.e., eChalk, Rubicon Atlas, and other online resources), the user must comply with the rules of use set down by that network or resources;
- b. Transmission or download of any material in violation of law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret or other intellectual property rights;
- c. Engaging in commercial activities by for-profit institutions is not acceptable;
- d. Use of the network for product advertisement, philanthropic solicitations or political lobbying is prohibited.

3. **PRIVILEGES.** The use of the electronic information system is a privilege, not a right. Inappropriate use may result in cancellation of the account and/or discipline consistent with State and Federal law and the applicable collective bargaining agreement, if any. The administration or staff of Blind Brook School District may request that the system administrator deny, revoke or suspend specific user accounts.

4. **GUIDELINES.** All computer users have the same right to use the equipment, wiring, and resources provided by the district. Resources are a shared commodity and of finite size that must be shared by all users. Consequently, all users will abide by the following guidelines, and to all other guidelines concerning the appropriate use of technology, as approved by Blind Brook School District's Board of Education:

- a. **BE POLITE.** Never send, or encourage others to send, abusive messages.
- b. **USE APPROPRIATE LANGUAGE.** Users are representatives of their school and district on a non-private system. What I said, written and done on a computer can be viewed globally. Profanity, threats, vulgarities, or any other inappropriate language as well as illegal activities of any kind are strictly forbidden.
- c. **PRIVACY.** Users will not reveal any personal information, home addresses or personal phone numbers or those of students or colleagues nor use photographic images of students or colleagues without appropriate permission. Users must report to the system administrator any person who asks for personal information or violates my privacy.

d. **ELECTRONIC MAIL.** Electronic mail (email) is not private. All network computers, servers, wiring, and electronic resources that are owned by or connected to district networks are subject to monitoring and review by network administrators. Messages relating to or in support of illegal activities must be reported to the system administrator.

e. **DISRUPTIONS.** The network may not be used in any way that would disrupt use of the network by other users. The downloading or saving of large files is prohibited.

f. **SOFTWARE.** Software is protected by copyright and other laws; therefore, users will not make unauthorized copies of software found on school computers, either by copying them onto one's own digital media or onto other computers through electronic mail or bulletin boards; and will not give, lend, or sell copies of software to others without the written permission of the copyright owner or unless the original software is clearly identified as shareware or in the public domain. Software is not to be installed on district servers or computers by staff members. All software programs that are to be used on district-owned computers must be approved and installed by the Technology Department.

g. **MISUSE.** Any use of the district technology systems in a manner inconsistent with or in violation of the Terms and Conditions must be reported to the system administrator.

In addition, users are prohibited from utilizing the system in a manner that misrepresents the user or impersonates others. Users are also prohibited from utilizing the Internet or email for the purpose of transmitting defamatory, discriminatory or harassing material.

5. **SERVICES.** Blind Brook School District makes no warranties of any kind, whether expressed or implied, relating to the technology services that are the subject of these terms and conditions. The District will not be responsible for any damages suffered while on this system. These damages include loss of data as a result of delays, non-deliveries, misdeliveries, or service interruptions caused by the system or by user errors or omissions. Use of any information obtained via the information system is at the user's own risk. Blind Brook School District specifically denies any responsibility for the accuracy of information obtained through its services.

6. **SECURITY.** Security on any computer system is a high priority. If a user identifies a security problem, he/she must notify the system administrator at once and not demonstrate the problem to other users. All use of the system must be under the user's own account. Any misuse of an account is the personal responsibility of the user.

7. **VANDALISM.** Vandalism is defined as any malicious attempt to harm or destroy data of another user, or that of agencies, or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses, disrupting or limiting access to network resources, or using the network to make unauthorized entry to any other machine accessible via the network. Any violation may result in the loss of network privileges, could be treated as refusal to follow an administrative direction or an intentional violation of board policy, and lead to a legal referral.

8. **UPDATING YOUR ACCOUNT.** User must notify the system administrator of any changes in account information or employment status.

9. **PERSONAL USE.** Blind Brook School District realizes that some personal, (non-educational based) use of the district’s networks and the Internet may normally occur. If this use interferes with the performance of District resources, normal work/ educational related duties, or is deemed inappropriate for a work/educational environment, steps will be taken to rectify the situation. These may include notification to my direct supervisor, the superintendent of schools, removal of network and Internet privileges where possible and/or discipline consistent with Federal or State laws or an applicable collective bargaining agreement, if any. Pertinent information may be turned over to local law enforcement agencies when necessary or advisable. Personal usage should be minimized or done at home. The District reserves the right to amend this policy to limit personal use of district resources to non-duty time.

10. **ACCEPTANCE OF TERMS AND CONDITIONS.** Users take full responsibility for individual use. All terms and conditions as stated in this document are applicable to Blind Brook School District computer users. These terms and conditions 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.

**Required Signature**

**Blind Brook School District Network User**

I understand and will abide by the provisions and conditions of the district’s Acceptable Use Policy. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. As a condition of network use I am obligated to report any use of the District technology systems in a manner inconsistent with or in violation of the Terms and Conditions listed above.

*Staff Name (please print).* \_\_\_\_\_

*Staff Signature* \_\_\_\_\_ *Date* \_\_\_\_\_