

Kings County Board of Education

Exhibit

6163.4A

KINGS COUNTY OFFICE OF EDUCATION ACCEPTABLE USE POLICY

1. Internet access is provided by Kings County Office of Education (KCOE). In order to utilize this service, users must agree and abide by this acceptable use policy. Our goal in providing this service is to promote educational excellence in the Kings County Schools by facilitating resource sharing, innovation and communication.
2. With access to computers and people from around the world also comes the availability to material that may not be considered to be of educational value. Families should be warned that some material obtained via the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive. KCOE has taken precautions to restrict access to controversial information, either by accident or deliberately. However, the benefits to students from online access far outweigh the possibility that users may procure material that is not consistent with the educational goals of KCOE.
3. The purpose of this agreement is to ensure that use of Internet resources are consistent with the KCOE's stated mission, goals, and objectives. The smooth operation of the network relies upon the proper conduct of the users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. If a KCOE user violates any of these provisions, his or her future access could be denied.
4. To gain access to the Internet, all students under the age of 18 must obtain parental permission and both parent/guardian and student must sign this document. The signatures at the end of this document legally bind and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

Terms and Conditions:

- A. Rights and Responsibilities: Computers and networks can provide access to resources in and outside the county computer system, as well as the ability to communicate with other users worldwide. Such open access is a privilege and requires that individual users act responsibly.
- B. All existing laws (federal and state) and KCOE regulations and policies apply, including not only those laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct.
- C. Users do not own accounts on KCOE computers, but are granted the privilege of exclusive use. All equipment loaned to users is their responsibility and if the user decides to cancel their service with KingsNet any electronic devices are to be returned. If not returned or damaged the user may be charged \$250.00 for the

replacment of the equipment. Under the Electronic Communications Privacy Act of 1986 (Title 18 U.S.C. section 2510 et. seq.), users are entitled to privacy regarding information contained on these accounts. This act, however, allows system administrators or other KCOE employees to access user files in the normal course of their employment when necessary to protect the integrity of computer systems or the rights or property of the KCOE.

For example, system administrators may examine or make copies of files that are suspected of misuse or that have been corrupted or damaged. User files may be subject to search by law enforcement agencies under court order if such files contain information, which may be used as evidence in a court of law. In addition, student files on KCOE computer facilities are considered "educational records" under the Family Educational Rights and Privacy Act of 1974 (Title 20 U.S.C. section 1232[g]).

- D. Misuse of computing, networking or information resources may result in the loss of computing and/or network/Internet access. Additionally, misuse can be prosecuted under applicable statues. Users may be held accountable for their conduct under any applicable KCOE procedure, or collective bargaining agreement. Illegal production of software and other intellectual property protected by U.S. copyright law is subject to civil damages and criminal punishment including fines and imprisonment.
- E. Other organizations operating computing and network facilities that are reachable via the KCOE network may have their own policies governing the use of those resources. When accessing remote resources from KCOE, users are responsible for obeying both the policies set forth in this document and the policies of the other organizations.
- F. Users of KCOE owned and operated information systems must respect the privacy of other users and the integrity of those systems; for example, users shall not seek information on, obtain copies of, or modify files, other data or passwords belonging to other users unless explicitly authorized to do so by those users. Nor shall they intentionally develop programs that harass other users. Nor shall they infiltrate a computer or information system and/or damage or maliciously alter the software components of a computer or information system.
- G. KCOE users must comply with copyright laws and license agreements.
- H. The following warning is in effect for all computer or information systems owned and operated by the Kings County Superintendent of Schools Office.

This Computing System is the property of the Kings County Superintendent of Schools Office. Any unauthorized access or use of this computing system is prohibited and could be subject to criminal and civil penalties. To help protect the system from unauthorized use and to assist in problem diagnosis and repair, activities on this system are monitored, recorded and subject to audit. Use of this system implies consent to such monitoring and recording.

- i. Anyone using the network consents to monitoring and is advised that, if the monitoring process reveals evidence of criminal activity, Kings County Schools might provide the content and transmission details to law enforcement and national defense agencies as appropriate. In the course of network maintenance or performance monitoring, the activities of individuals using the network may be monitored. Individuals found to be using the network in excess of their authority or contrary to this AUP are subject to having all of their activities on the network monitored and recorded to ensure subsequent compliance with policies and procedures.

Examples of Unacceptable Uses:

- i. Any illegal use of KCOE systems, or use in support of illegal activities is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: Stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- ii. Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings, "spamming", propagation of computer worms or viruses; and using county systems to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- iii. Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies on school equipment, unless specifically authorized by Kings County Schools.
- iv. Use in support of partisan political activities.
- v. Use for private or personal activities that exceed Kings County Schools related research, instruction, or administrative applications, or when there is personal monetary gain.
- vi. Visiting pornographic, racist or otherwise objectionable Web sites.
- vii. Any other use that is unacceptable or not in keeping with role, mission or goals of this organization as determined by the leadership of the Kings County Office of Education.
- viii. KCOE makes no warranties of any kind, whether expressed or implied, for the service it is providing. KCOE assumes no responsibility or liability for any phone charges, line costs, usage fees, nor for any damages a user may suffer. This

includes loss of data resulting from delays, nondeliveries, or service interruptions caused by its negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. KCOE specifically denies any responsibility for the accuracy or quality of information obtained through its services.

- J. Any violations may result in a loss of computer access, as well as other disciplinary or legal action. Users are considered subject to all local, state, and federal laws.
- K. KCOE makes no warranties of any kind, whether expressed or implied, for the service it is providing. The County Office assumes no responsibility or liability for any phone charges, line costs usage fees, nor for any damages a user may suffer. This includes loss of data resulting from delays, nondeliveries, or service interruptions caused by its negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. The County Office specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Kings County Office of Education Internet Use Agreement

Student Section

I have read the Kings County Office of Education Internet Use Agreement. I agree to follow the rules contained in this Policy. I understand that if I violate the rules, my account can be terminated and I may face other disciplinary measures.

User's Signature _____ **Date** _____

Parent or Guardian Section

As the parent or legal guardian of the student signing above, I have read Kings County Office of Education Internet Use Agreement and grant permission for my son or daughter to access the Internet. I understand the County Office's computing resources are designed for educational purposes. I also understand that it is impossible for the County Office to restrict access of all controversial materials and I will not hold them responsible for materials acquired on the network. I understand that the individuals and families may be held liable for violations. Furthermore, I accept full responsibility for the supervision if and when my child's use is not in a school setting.

Parent's signature _____ **Date** _____