

# HOLMSTEAD SCHOOL

## COMPUTER NETWORK, INTERNET POLICY AND INTERNET ACCEPTABLE USE AGREEMENT

Holmstead School has actively pursued making advanced technology and increased access to learning opportunities available to our students and staff. Internet services are offered to students and staff for educational purposes. Holmstead School believes that this technology will help propel our staff and students into the information age by allowing them to access and use information sources from distant computers, communicate and share information with individuals and groups of other students and staff and significantly expand their knowledge base. The internet is a tool for life-long learning.

We are pleased to offer students access to our educational computer network and the internet. To gain access to the internet, all students under the age of 18 must obtain parental permission and must sign and return our Computer Network and internet Acceptable Use Agreement. Students 18 years old and over may sign their own forms.

The following is an overview of this endeavor and includes the terms and conditions for use of the computers, network and internet. This document, along with the Computer Network and internet Acceptable Use Agreement, should be carefully read and understood before signing.

The network is provided for students to conduct research and communicate with others. Access to network services is given to students who agree to act in a considerate and responsible manner. Parental permission is required.

- Access is a privilege - not a right.
- Access entails responsibility.
- Inappropriate use will result in the cancellation of internet privileges.

Students are responsible for good behavior while using school computer networks just as they are in the classroom or hallway. School rules for behavior and communications apply. Individual users of the Holmstead computer network and the internet are responsible for their behavior and communications over the network. It is presumed that users will comply with Holmstead standards and will honor the agreements they have signed. Beyond the clarification of such standards, Holmstead School is not responsible for restricting, monitoring or controlling the communications of the individuals utilizing the network.

Holmstead School, along with other organizations sponsoring this internet service, will not be liable for the actions of anyone connecting to the internet through this hook-up.

Holmstead School is responsible for securing its network and computing systems to a reasonable and economically feasible degree against unauthorized student and faculty use. This responsibility includes informing users, both registered and unregistered, of the expected standards of conduct and the disciplinary or legal consequences for not adhering to them. Any attempt to violate the provisions of this policy will result in disciplinary action, including but not limited to temporary revocation of all computer use, regardless of the success or failure of the attempt. Permanent revocations can result from disciplinary actions taken by the administrator called upon to investigate network abuses.

The users of the network are responsible for respecting and adhering to local, state, federal and international laws. Any attempt to break those laws through use of the network may result in litigation against the offender by the proper authorities. If such an event should occur, this organization will fully comply with the authorities to provide any information necessary for the litigation process.

### PROPER AND ETHICAL USE:

With this learning tool, students and staff must understand proper and ethical use. All students and staff must understand the procedures, ethics and security involved in using the internet before receiving authorization to use the system.

## TERMS AND CONDITIONS OF USE:

### I. Acceptable Use

The purpose of Holmstead School's decision to provide internet access is to allow an expanded opportunity for research and education by providing access to unique resources and the opportunity for collaborative work. All use of the internet must be in support of education and research and consistent with the educational objectives of Holmstead School. Use of other organizations' network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any national or state laws or regulations is prohibited. This includes, but is not limited to, copyrighted materials, threatening or obscene material or material protected by trade secret. Use for product advertisement or political lobbying is not consistent with the purposes of the Holmstead Domain and is inappropriate. Illegal activities are strictly prohibited. Using your Holmstead Domain internet account to play unauthorized games (including MUDs or multi-user games) is not acceptable use. At Holmstead School, access to electronic information resources can range from read-only to access to instructional software to full search capability of the internet. For these reasons, Holmstead School reserves the right to limit access to software and/or documents found on either the Holmstead Domain or the internet, via technical or human barriers.

### II. General Standards - Users - Procedures for Use

#### A. Teachers and Staff

1. For every staff person whose position requires network access, an account(s) with appropriate rights will be established. This account includes access to electronic mail and a private directory for files.
2. Administrators and teachers may access the internet for educational or work-related purposes at any time that is not disruptive and does not interfere with the performance of other responsibilities by the employee or other staff members.

#### B. Students

1. Students are allowed to the network resources using an independent school network user account login and a school-defined password. This type of account allows the access to instructional software, data files and their own private storage directory. **Students will be allowed to access the internet only through their teachers. No student may access the internet without permission. Student use must always be supervised by a staff member.**

### III. Right to Privacy

Within reason, freedom of speech, access to information and privacy will be honored. However, network administrators have the right to access information stored in any user directory, on the current user screen or in electronic mail. Network management and monitoring software will be used for random access to student and staff monitors to review progress and for security reasons. System administrators have access to all files, including email files. Users should have no expectation of privacy with respect to said files or email. System administrators will not normally inspect the contents of files or email sent by one user to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender, or an intended recipient, unless required to do so by law or policies of Holmstead School, or to investigate complaints regarding files or email which is alleged to contain defamatory, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. Further, Holmstead School is obligated to cooperate fully with local, state or federal officials in any investigation concerning or relating to any email transmitted on or misuses of the network and computing systems.

### IV. Rules Governing Use

The use of the internet is a privilege, not a right, and inappropriate use will result in the cancellation of internet privileges. All staff and students must abide by the generally accepted rules of network etiquette, including the following:

1. Be polite. Do not be abusive in messages to others. Always use appropriate language. Profanity, vulgarities or other inappropriate language is prohibited. Illegal activities are strictly forbidden
2. Never reveal the personal address or telephone number of yourself or others.
3. Note that electronic mail is not guaranteed to be private. People who operate the system have access to all mail. Messages relating to or in support of illegal or inappropriate activities will be reported to the appropriate authorities.
4. Do not disrupt, harass or annoy other users.

5. All communications and information accessible via the network should be assumed to be private property. Always cite all quotes, references and sources.
6. Never access inappropriate or restricted information, such as pornography or other obscene materials, or other information not directly related to the educational purposes for which access is being provided. Restricted information includes obscene, libelous, indecent, vulgar, profane or lewd materials; advertisements for products or services not permitted to minors by law; insulting, fighting and harassing words; and other materials which may cause substantial disruption of the academic environment.
7. Vandalism is prohibited and will result in cancellation of privileges. Vandalism includes any malicious attempt to harm or destroy data of another user, and includes, but is not limited to, the uploading or creation of computer viruses. Harassment is defined as the persistent annoyance of another user or the interference of another user's work. Harassment includes, but is not limited to, the sending of unwanted mail.
8. All users should remain on the system only as long as necessary to complete their work, so that other individuals will have equal opportunities to access the internet.
9. All users may use the internet only for research and academic purposes. Non-academic uses are prohibited. Do not use the system for financial or commercial gain.
10. Always follow the instruction of the supervising staff members.
11. The student and his/her legal guardians(s) shall indemnify and hold harmless Holmstead School, its members, agents and employees from any and all liability relating to the student's use of Holmstead School's telecommunications system or the internet.

#### V. No Warranties

Holmstead School makes no warranties of any kind, whether expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose, for the service it is providing. It will not be responsible for any damages a user may suffer. Holmstead School does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements, or that operation of the system will be error-free or uninterrupted, or that defects in the system will be corrected. This includes loss of data resulting from delays, no-deliveries, or service interruptions caused by Holmstead School or by the user's errors or omissions. Use of any information obtained via the internet is at the user's own risk. Holmstead School specifically denies any responsibility for the accuracy or quality of information obtained through its services. All users need to consider the source of any information they obtain and consider how valid that information may be.

The internet constitutes an unregulated collection of resources that change constantly, so it is not possible to totally predict or control the resources that users may locate. Holmstead School cannot guarantee the accuracy of the information or the appropriateness of materials that a user may encounter. Furthermore, Holmstead School shall not be responsible for any damage users may suffer, including but not limited to, loss of data or interruptions of service or for any financial obligation arising through the unauthorized use of the system.

#### VI. Security

A user of the network may be allowed to access only authorized networks or the computer systems attached to those networks. Security on any computer system is a high priority, especially when the system involves many users.

1. Users shall not allow others to use their password if one is assigned. Users must also protect their password to ensure system security and their own privileges and ability to maintain continued use of the system.
2. If you can identify a security problem on the internet, you must notify a system administrator. Do not demonstrate the problem to other users.
3. Do not use another individual's account or offer internet access to any other individual.
4. Attempts to log on to the Holmstead domain as a system administrator may result in cancellation of user privileges.
5. Any user identified as a security risk for having a history of problems with other computer systems may be denied access to the Holmstead Domain.

6. Students shall not post personal contact information about themselves or others or engage in any kind of personal contact with individuals they meet online. Attempts at contact from such individuals shall be reported immediately to the staff person monitoring that student's access to the internet. Personal contact information includes but is not limited to names, home/school/work addresses, telephones numbers, or personal photographs, social media accounts, social security numbers or other personal characteristics that would make the student easily identifiable.
7. The computer system is the property of Holmstead School, and all computer software and hardware belong to it. Therefore, Holmstead School retains the right to monitor all access to, and use of, the internet, including e-mail. Neither students nor staff shall have any expectation of privacy with respect to their files or communication on Holmstead School's provided computer/network.

The following are prohibited:

- 3.1 Using systems and/or networks to gain access to remote systems.
- 3.2 Using systems or networks to connect to other systems evading the physical limitation of the local or remote system.
- 3.3 Decrypting or collecting system or user passwords.
- 3.4 Copying system files.
- 3.5 Duplicating copyrighted materials, such as third-party software, without the express written permission of the owner or the proper license.
- 3.6 Attempting to "crash" network systems or programs.
- 3.7 Attempting to secure a higher level of privilege or network systems.
- 3.8 Willfully introducing computer "viruses", disruptive or destructive programs into the organization network or into external networks.
- 3.9 Placing unlawful information on a computer or server.
- 3.10 Use Holmstead School's system to engage in illegal or improper activities.
- 3.11 Access material that is profane or obscene, that advocates illegal acts or that advocates violence or hate. Inadvertent access to such material should be reported immediately to the supervising staff person.
- 3.12 Plagiarizing material including that which is available on the internet. Plagiarism is presenting another's ideas/words as one's own without appropriate attribution.
- 3.13 Sending or receiving messages that contain obscene, profane, lewd, vulgar, rude inflammatory or threatening language.
- 3.14 Using the system to spread messages that can reasonably be interpreted as harassing discriminatory, defamatory or threatening.

All terms and conditions as stated in this document are applicable to all users of the computers, network and internet. These terms and conditions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the State of New Jersey and the United States of America. These terms and conditions are specifically incorporated by reference in the Acceptable Use Agreement and the execution of the Acceptable Use Agreement will expressly indicate acceptance and agreement with these terms and conditions.

REFERENCES:

N.J.S.A. 18A: 11- 1

N.J.S.A. 18A: 33- 1

N.J.A.C. 6: 8 – 1.1 et seq.

# HOLMSTEAD COMPUTER NETWORK AND INTERNET ACCEPTABLE USE AGREEMENT

User: I understand, agree and abide by the terms and conditions for access to Holmstead School's electronic network. I further understand that any violations of the above regulations are unethical and may constitute a criminal offense. I understand that any violation of the above noted guidelines and regulations could result in the revocation of my access rights, the imposition of school discipline, criminal prosecution and other legal action.

Any user violating this Agreement, the Terms and Conditions for Use of internet, applicable local, state and federal laws or posted classroom and school rules is subject to loss of network privileges and any other Holmstead School disciplinary action.

In addition, pursuant to State of New Jersey law, any unauthorized access, attempted access or use of any state computing and/or network system is a violation of the New Jersey Penal Code and other applicable federal laws and is subject to criminal prosecution.

Holmstead School reserves the right to suspend or terminate all access to the internet if any local, state or federal government agency or entity imposes, by statute, rule or regulation, any criminal liability on Holmstead School, its officers, employees, agents and representatives and all organizations and individuals related to Holmstead School concerning internet access.

I release Holmstead School, its officers, employees, agents and representatives and all organizations and individuals related to Holmstead School's internet connection from any liability or damages that may result from misuse of the computers, networks or internet connection. I specifically agree to indemnify and hold Holmstead School harmless for any actions, claims, costs, damages or losses, including attorney's fees, incurred by Holmstead School relating to, or arising out of my use of the computers, networks or the internet, or any breach of the Acceptable Use Agreement or the Terms and Conditions for the use of computers, the network or internet.

No password or internet access will be issued unless Holmstead School receives a signed responsibility contract. Any user violating this Agreement, the Terms and Conditions for Use of internet, applicable local, state and federal laws or posted classroom and school rules is subject to loss of network privileges and any other Holmstead School disciplinary action.

Please return the entire signed and dated contract to the secretary.

Note: Students under the age of 18 years old must sign twice to finalize this agreement. The Parent/Guardian signature must also appear.

\_\_\_\_\_  
Name of Student User

\_\_\_\_\_  
Signature of Student User

\_\_\_\_\_  
Date

FOR USERS UNDER THE AGE OF 18.

\_\_\_\_\_  
Name of Student User

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Student User

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date