

Kirbyville Consolidated Independent School District

Acceptable Use

Regulations and Procedures

2009-2010

Computer access and Internet access are available to students, faculty and staff in the Kirbyville Consolidated Independent School District. We are very pleased to bring this access to Kirbyville C.I.S.D. and believe the Computer access and the Internet access offer vast, diverse, and unique resources. Our goal in providing this service to teachers and students is to promote educational excellence in the Kirbyville schools by facilitating resource sharing, innovation, and communication. Computer access allows the District to provide computer resources for the classroom or office but does not automatically give access to the Internet. A separate permission must be given for Internet access.

Internet Privileges

The Internet is an electronic highway connecting thousands of computers all over the world and millions of subscribers. This gives access to:

- electronic mail communication with people all over the world
- information and news from a variety of sources such as NASA and other research agencies
- public domain software and shareware of all types
- discussion groups on a plethora of topics
- access to many university library catalogs, the Library of Congress, CARL, and ERIC

Internet access is coordinated through a complex association of government agencies, and regional and state networks. With access to computers and people all over the world also comes the availability of materials that may not be considered to be of educational value in the context of the school setting. On a global network, it is impossible to control all materials, and an industrious user may discover controversial information. Kirbyville C.I.S.D. 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 the district.

Computer Privileges

The smooth operation of the network relies upon the proper conduct of the end users that must adhere to strict guidelines. The following guidelines are established so that all users are aware of the responsibilities they are about to acquire. In general, this requires efficient, ethical, and legal utilization of the network resources. If a Kirbyville C.I.S.D. user violates any of these provisions, his or her usage will be terminated and future access could possibly be denied. When applicable, law enforcement agencies may be involved. The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

Computing Regulations and Guidelines

Kirbyville C.I.S.D. is responsible for securing its network and computing systems in a reasonable and economically feasible degree against unauthorized access and/or abuse, while making them accessible for authorized and legitimate users. This responsibility includes informing users of expected standards of conduct and the punitive measures for not adhering to them. Any attempt to violate the provisions of these regulations and guidelines will result in disciplinary action in the form of temporary revocation of user accounts, regardless of the success or failure of the attempt. Permanent revocations can result from disciplinary actions taken by Kirbyville C.I.S.D. administrators.

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 the use of the network may result in litigation against the offender by the proper authorities. If such an event should occur, Kirbyville C.I.S.D. will fully comply with the authorities to provide any information necessary for the litigation process.

Specific Terms and Conditions

I. Acceptable Use - The use of the Internet through Kirbyville C.I.S.D. must be in support of education and research and be consistent with the educational objectives of the Kirbyville Consolidated Independent School District. Use of any other organization's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. Acceptable use prohibitions include (but are not limited to) the following:

- Use of Network for unauthorized downloading of materials such as threatening or obscene material, or illegal activity, e.g., hacking.
- Copying commercial software or other material in violation of federal copyright laws.
- Using the Internet for political lobbying
- Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- Continued downloading of large files, such as audio and video files, that use large amounts of computer system resources, after receipt of a request to stop such activities.
- Use of facilities and/or services for financial gain, or commercial activity such as product advertisement
- Causing any unauthorized, deliberate action, which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction regardless of system location or time duration.
- Users must avoid spreading computer viruses, and all downloaded files must be virus-checked. A deliberate attempt to degrade or disrupt system performance is a violation of law.
- Accessing another person's individual account without prior consent or accessing a restricted account without the prior consent of the responsible administrator or teacher.
- Students should report any inappropriate material they access to a teacher, other staff persons, or their parents. Students are not to share inappropriate materials or their sources with other students.
- The person in whose name an account is issued is responsible at all times for its proper use. Passwords should never be shared with another person.

II. Privileges - ***The use of the Computer and the Internet is a privilege, not a right.*** Inappropriate use will result in a cancellation of this privilege. Kirbyville C.I.S.D. employees are responsible for the operation of the Internet access and will deem what is inappropriate use. Teachers may request for a student account to be terminated due to inappropriate use. Due process will consist of appeal of the teacher's decision to the campus principal. Also, the system operator(s) may deny access at any time as required or as they deem appropriate and without notice. The administration of Kirbyville C.I.S.D. may request the system administrator(s) to deny, revoke, or suspend specific user access, for violation of Kirbyville C.I.S.D.

network computing regulations and guidelines, or as a result of other disciplinary action against the user, with or without cause.

III. Electronic Mail Safety, Security, and Etiquette - At the present, Kirbyville C.I.S.D. does not provide personal student E-mail. All users are expected to abide by the generally accepted rules of E-mail etiquette. These include (but are not limited to) the following.

- Do not use profanity, obscenity or other language that may be offensive to another user.
- Be polite and use appropriate language.
- Do not write or send abusive, threatening, or sexually harassing messages to others.
- Do not reveal your personal address or phone numbers or addresses and phone numbers of other students or teachers.
- Electronic mail (e-mail) is not guaranteed to be private.
- Messages relating to or in support of illegal activities may be reported to the authorities.
- Forgery, or attempted forgery, of electronic mail of other users is prohibited.
- Attempts to read, delete, copy, or modify the electronic mail of other users are prohibited.
- Attempts at sending unsolicited junk mail, "for-profit" messages, or chain letters are prohibited.

IV. Disclaimer and Limitation of Liability - Access to the Internet is provided on an "as is, as available" basis. The Kirbyville Independent School District, its Board of Trustees, agents, and staff members make no representations or warranties, whether expressed or implied, of any kind with respect to the Internet services to be provided by Kirbyville C.I.S.D., or any information or software accessed or received by the applicant or contacts made by the applicant, and disclaims any implied warranties, including any implied warranties of merchantability or fitness for a particular purpose. The system administrators and Kirbyville C.I.S.D. do 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 the operation of the system will be uninterrupted or error-free or that defects in the system will be corrected. Kirbyville C.I.S.D. will not be responsible to users or liable for any claims, losses, or damages suffered as a result of these Terms and Conditions or users access to Internet service providers (ISP), including without limitation, any losses, claims, or damages arising from Kirbyville C.I.S.D.'s negligence or the users own errors or omissions. The user agrees that this limitation is intended to and does release Kirbyville C.I.S.D. from any claims, damages, or losses that may occur out of the use of this system. Use of any information obtained via your connection to the Internet via the Kirbyville C.I.S.D. system is at your own risk. Kirbyville C.I.S.D. specifically denies any responsibility for the accuracy or quality of information obtained through this service.

V. Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a system operator. Do not demonstrate the problem to other users. Do not use another individual's account. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Internet as provided by Kirbyville C.I.S.D.

VI. Vandalism - Vandalism will result in cancellations of privileges. Vandalism, as addressed in the Kirbyville C.I.S.D. Computing Regulations and Guidelines, is defined as any malicious attempt to harm or destroy data of another user or any of the other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading/downloading or creation of computer viruses. When applicable, law enforcement agencies may be involved. The Legal Guardian of the student will be held financially responsible for any costs incurred to the District involving the repair of any proven intentional or malicious hardware or software damage inflicted to the property of Kirbyville Independent School District by identified student. These costs include any expenses incurred by the District as a result of any violation of the AUP.

VII. Age Appropriate Usage – Elementary students will use the education web sites or classroom web sites as their primary source of access to materials on the Internet. Teachers will closely supervise any access to the Internet that is outside of this restricted environment. Secondary students will use the education web sites, but also may access material from elsewhere on the Internet. Students will receive instruction from their teachers, appropriate to their age, regarding strategies avoiding the inadvertent access of inappropriate material and what to do if they accidentally access such material.

VIII. Application of Terms and Conditions for use of the Internet and Computers - All terms and conditions as stated in this document are applicable to the applicant's use of the Internet through Kirbyville C.I.S.D. These terms and conditions reflect the entire agreement of the parties and supercede 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 Texas and the United States of America.

Any dispute regarding these terms and conditions will be resolved by the Superintendent (or designee) whose decisions will be final and binding.

Kirbyville Consolidated Independent School District

Student and Parent or Guardian

Computer User and Internet User Agreement

PARENT OR GUARDIAN: A parent or guardian must read and sign this agreement.

As the parent or guardian of the person above, I have read the Terms and Conditions for Computer access and Internet access in the Kirbyville Consolidated Independent School District. I understand that this access is designed for educational purposes. I also recognize that it is impossible for Kirbyville Consolidated Independent School District to restrict access to all controversial materials and I will not hold them responsible for controversial materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I also understand that a term and a condition of Internet access for my child is the successful completion of the student Internet training. I certify that the information contained on this form is correct. There is no charge or fee to parents/students for the computer or Internet access. It is provided free as a student service.

I understand, as the Legal Guardian of this student, I will be held financially responsible for the cost of repairing any proven intentional or malicious computer hardware or software damage inflicted to the property of Kirbyville Consolidated Independent School District committed by my child. These costs include any expenses incurred by the District as a result of any violation of the AUP such as hacking into the District's computer system.

Yes No I **give permission** for the District to provide **Internet access** to my child.

Date: _____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____

Student: Student must read and sign this agreement.

I understand and will abide by the K.C.I.S.D.'s Terms and Conditions for computer and Internet access.

Student's School ID: _____ Grade _____

Student's Printed Name: _____

Student's Signature: _____

Kirbyville Consolidated Independent School District

Parent Release Form for Electronically Displayed Student Work

Kirbyville Consolidated Independent School District publishes a variety of teacher and student projects on an independent portion of the Internet called the World Wide Web. Should your child's work be chosen for publication, your signature below acknowledges permission for such work to be published on the School and the Kirbyville Consolidated Independent School District Web Page(s). The student's work will appear with a copyright notice prohibiting the copying of such work without express written permission. In the event anyone requests such permission, those requests will be forwarded to the parent or guardian. No home address or telephone number will appear with such work.

_____ Yes _____ No. My child's work, which may or may not be accompanied by his/her first name (and last initial in the event of two children in the same class with the same first name), may be electronically produced and displayed by Kirbyville Consolidated Independent School District.

_____ Yes _____ No. Photographs of my child, which may or may not be accompanied by his/her first name (and last initial in the event of two children in the same class with the same first name) may be electronically displayed and produced by Kirbyville Consolidated Independent School District.

_____ Yes _____ No. Group pictures without identification of my child are permitted for publication on the Internet.

_____ Yes _____ No. I grant permission for the World Wide Web publishing as described above indefinitely or until removal is requested by me. A copy of all such publishing will be printed out and brought home for me to see.

_____ Yes _____ No. I hereby give the above permissions and release my child's School and Kirbyville Consolidated Independent School district from any liability resulting from or connected with the publication of such work.

Child's School ID Number: _____ Date: _____

Child's Full Name: _____ Grade _____

Parent or Guardian Signature: _____

I, the student, also give my permission for the publishing of my work.

Student Signature: _____

Kirbyville Consolidated Independent School District

Faculty and Staff

Computer User and Internet User Agreement

I understand and will abide by Kirbyville Consolidated Independent School District's Terms and Conditions for Internet access and email accounts. I further understand that any violation of the regulations and guidelines, as set forth in the Kirbyville Consolidated Independent School District Acceptable Use Regulations and Procedures Policy, is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. In addition, employee disciplinary action and/or appropriate legal action may be taken. Signatures at the end of this document indicate that I have read the Kirbyville C.I.S.D. Acceptable Use Agreement, understand its significance, and voluntarily agree to comply with all terms and conditions therein.

As a teacher, or staff, employed by Kirbyville C.I.S.D., I agree to promote the Acceptable Use Policy with my students or those students that may be placed in my charge. I confirm I will closely monitor students using the computer under my supervision. I will confirm that the students under my supervision have obtained a Computer User account and/or an Internet account before being allowed access to a Kirbyville C.I.S.D. computer. I also agree to immediately report any misuse of the computer hardware or software systems to the Kirbyville C.I.S.D. System Administrator.

_____ I will not give to or allow a student to login using my Teacher/Staff Username and Password.

_____ I will not login to a computer station using my Teacher/Staff Username and Password and then allow a student to use that computer while I am still logged in to that station.

_____ I will not allow any student access to the PIEMS system using my Teacher/Staff Username and Password. I understand a student office aide account will be created.

Date: _____

Teacher/Staff Printed Name: _____

Teacher/Staff Signature: _____

Teacher/Staff Campus: _____

Teacher/Staff Department: _____