

# **New Frontiers Charter School's Computer System And Internet Policy**

As part of New Frontiers Charter School's commitment to the utilization of new technologies, employee's may have access to New Frontiers Charter School's computer, technology, electronic mail, and telecommunications systems (collectively, "New Frontiers Charter School's Computer System") and the Internet. In order to ensure compliance with copyright law, and to protect New Frontiers Charter School's Computer System against computer viruses, security breaches (such as unauthorized intrusions by computer hackers) and other unauthorized use, the following Computer System and Internet Policy is effective immediately:

1. New Frontiers Charter School's Computer System, including, but not limited to, it's electronic mail system (the "E-Mail System"), is the property of New Frontiers Charter School.
2. Employees may have access to the Internet through New Frontiers Charter School's Computer System. Employees may access and use the Internet and New Frontiers Charter School's Computer System (including, but not limited to the E-Mail System) only for educational purposes in the furtherance of official New Frontiers Charter School business, except for occasional personal use after hours in compliance with New Frontiers Charter School's Computer System and Internet Policy.
3. Each personal electronic mail message transmitted by an employee over the E-Mail System shall clearly reflect the fact that it contains only the employee's own personal views and not the views of New Frontiers Charter School. Use of "AutoSignature's", corporate, school, and/or similar employment affiliation in the signature section of email which is personal in nature is prohibited.
4. Employees may have access to the Internet through New Frontiers Charter School's Computer System. Subject to any exceptions specifically provided herein, use of the New Frontiers Charter School's Computer System and access to the Internet through New Frontiers Charter School Computer System shall be for official use only. Employees are authorized to utilize their email account to send and receive email not related to official New Frontiers Charter School business.
5. Use of the New Frontiers Charter School's E-Mail system to send attached, or otherwise included files which exceed 1 Mb (1,000,000 bytes) in size individually or aggregate to a distribution list, group or of New Frontiers Charter School employees or any others within the New Frontiers Charter School's network totaling more than five (5) recipients is prohibited if the item(s) being sent is unsolicited or non-official in nature. Repeated emails with similar content and similar attachments to groups less than five (5) shall not defeat the provisions of this section.
6. No employee shall disseminate, register, subscribe or otherwise provide any third party the email address of any internal distribution list, routing group or similar electronic means of distribution within New Frontiers Charter School. This provision includes but is not limited to: Commercial business Newsgroups, List-Serves, websites, and "chain mail" organizations.
7. When using New Frontiers Charter School's Computer System, New Frontiers Charter School employees should, at all times, refrain from any action that would harm New Frontiers Charter School's reputation or expose New Frontiers Charter School to liability. Employees shall not use New Frontiers Charter School's Computer System (including, but not limited to, any Internet access and/or the E-Mail System) for business or personal purposes to: (i) commit any illegal or wrongful act (including, but not limited to, any racial or sexual harassment or discrimination) or to annoy, harass, intimidate, or violate the rights of others, (ii) browse or access any Internet site containing adult (sexual) or other objectionable content, (iii) store, access, create, transmit, or receive any communication (such as E-Mail Messages), material or information containing any sexual, slanderous, defamatory, derogatory, obscene, offensive, racist, discriminatory, harassing, fraudulent, or otherwise inappropriate content, (iv) engage in gambling (casino or sports), or (v) degrade the performance of New Frontiers Charter School's Computer System, such as by receiving or transmitting chain mail.
8. No electronic mail messages, information, or communications transmitted, stored, received, or otherwise passing through over New Frontiers Charter School's Computer System (collectively, "E-Mail Messages"), nor any employee's use of New Frontiers Charter School's Computer System (including, but not limited to, its Internet activities, such as the web sites accessed by such employee) are considered private, except where such privacy may benefit New Frontiers Charter School. No employee shall expect that any of its E-Mail Messages shall remain private, nor shall any employee have any expectation of privacy whatsoever in

its use of New Frontiers Charter School's Computer System, including, but not limited to, with respect to any of its Internet activities or any E-Mail System. New Frontiers Charter School and its authorized representatives may, at any time, with or without cause, and with or without notice to such employee, access, read, inspect, monitor, and disclose to third parties such as employee's E-Mail Messages and such employee's use of New Frontiers Charter School's Computer System, including, but not limited to, such employee's Internet activities and the web sites accessed by such employee.

9. No employee shall disclose or forward any New Frontiers Charter School E-Mail message to any third party unless such E-Mail Message expressly provides that it is for public distribution, nor shall any employee provide any third party with access to New Frontiers Charter School's Computer System without New Frontiers Charter School's prior written approval.
10. Information and E-Mail Messages transmitted over the Internet may be intercepted and/or monitored by third parties; the privacy and confidentiality of such transmissions is not guaranteed. Consequently, employees will not send any sensitive, privileged, confidential, or proprietary information or materials (including, but not limited to, any New Frontiers Charter School trade secrets) over the Internet or the Electronic Mail System. Employees shall not place or store any New Frontiers Charter School materials (including, but not limited to, any software, memoranda, or internal correspondence) on any portion of New Frontiers Charter School's Computer System that is accessible over the Internet or that is otherwise available to third parties.
11. The introduction of viruses and/or malicious tampering with New Frontiers Charter School's Computer System is expressly prohibited.
12. No file, document, software, or other material may be installed on, introduced to, or accessed or used by New Frontiers Charter School's Computer System until it has been scanned for viruses in accordance with New Frontiers Charter School's then-prevailing procedures. This includes, for example, all files which are (i) downloaded from the Internet, (ii) attached to third party E-Mail Messages, and/or (iii) brought by any employee from home.
13. NO SOFTWARE may be installed on any New Frontiers Charter School computer without first providing the following to New Frontiers Charter School Information Technology Department:
  - 1) a photocopy of valid Software License; and
  - 2) specific identification of computer terminal on which it will be installed; and
  - 3) Duration software will remain on computer system.

Unless particular purpose is not reasonably ascertainable, no justification for use shall be required. This restriction applies to New Frontiers Charter School computers and/or similar equipment to include any laptop or other mobile device or New Frontiers Charter School equipment provided for employee use at home or other non-corporate location.

14. Copyright law prohibits the unauthorized copying, installation, modification, and dissemination of certain software, articles, text, illustrations, photographs, pictures, and other materials authorized by third parties, regardless of whether same are in hard-copy or electronic form. Employees should assume that copyright protection extends to all software, articles, text, illustrations, pictures, photographs, and other materials created by third parties, including, but not limited to, those that are: (i) download from the Internet, or (ii) purchased by employees for personal use on a retail basis. A copyright violation may occur even if the copyrighted software or other material has been paid for in full by the employee and/or has been copied and used solely for non-profit, educational purposes.
15. Severe penalties may be imposed for copyright violations, such as the unauthorized copying, installation, modification, and/or distribution of personal software or Internet materials on or over New Frontiers Charter School's Computer System. Moreover, under certain circumstances, New Frontiers Charter School may be legally responsible for copyright infringements committed by its employees using New Frontiers Charter School's Computer System. New Frontiers Charter School reserves the right to hold employees accountable for their use of New Frontiers Charter School's Computer System.
16. It is New Frontiers Charter School's policy to abide by all copyright laws and all software license agreements to which it is a party. Violations of copyright law or software license agreements, whether intentional or intentional or inadvertent, committed by employees using or otherwise involving New Frontiers Charter School's Computer System (including, but not limited to, any Internet access or E-Mail System) are absolutely prohibited and will not be tolerated under any circumstances. Therefore, employees

may not, for example, download, install, copy, transfer, transmit, or disseminate any copyrighted software (or other materials) on, from, through, over, or using New Frontiers Charter School's Computer System (such as over the Internet or via electronic mail) without first obtaining any necessary authorization from the copyright owner. Employees will not copy, install, or transfer any New Frontiers Charter School software from or between computers in New Frontiers Charter School's Computer System or to employee's personal computer.

17. In addition to copyright law, software license agreements may prohibit employees from installing and/or using their personal software on New Frontiers Charter School's Computer System. Any installation and/or use of personal software on New Frontiers Charter School's Computer System in violation of copyright law, any applicable software license agreement, and/or any other third party rights or legal requirements is strictly prohibited.
18. Employees should not assume that any information obtained from the Internet or E-Mail is true or accurate until it is verified by a reliable, independent source.
19. Alternate Internet Service Provider connections to New Frontiers Charter School's Computer System firewall or other appropriate security devices specified by New Frontiers Charter School. Connections to New Frontiers Charter School resources available via the worldwide web through an Internet browser are excluded from this provision.
20. Employees may encrypt their E-Mail Messages and files only with software pre-approved by New Frontiers Charter School. Each employee will, on New Frontiers Charter School's request, immediately provide New Frontiers Charter School with a copy of any key, password or similar access method necessary to access encrypted E-Mail Messages or files.
21. Employees will not attempt to avoid or defeat any Internet firewalls or other security measures which may be implemented by New Frontiers Charter School now or in the future to protect New Frontiers Charter School's Computer System. Each employee will comply with all existing and future New Frontiers Charter School security procedures, including, but not limited to, those procedures governing the use and confidentiality of any user passwords. All Employees are restricted and prohibited from accessing data, email, Network accounts not assigned to them, unless such information is public in nature or specifically authorized to do so.
22. New Frontiers Charter School's policy is to delete and purge all E-Mail Messages from New Frontiers Charter School's Computer System every nine (9) months as a matter of routine, except for those E-Mail Messages relating to imminent or active investigations or litigation, which will be preserved.
23. New Frontiers Charter School reserves the right to modify New Frontiers Charter School's Computer System and Internet Policy at any time in its absolute discretion.

By signing below, and as consideration for my continued employment by New Frontiers Charter School, I confirm that I have received and read a complete copy of New Frontiers Charter School's Computer System and Internet Policy, and that I accept, consent to, and agree to comply with all of the terms and conditions of such policy as set forth above and with any future modifications to such policy that may be made by New Frontiers Charter School and communicated to me in writing. I understand that any violation of New Frontiers Charter School's Computer System and Internet Policy by me may result in disciplinary action being taken against me, including, but not limited to, termination of my employment with New Frontiers Charter School, which shall constitute a "termination for cause" for all purposes.

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Employee Signature

Date

Portions of New Frontiers Charter School's Computer System and Internet Policy are published by the SPA Anti-Division of the Software & Information Industry.