



## King Philip Regional School District Technology Acceptable Use Policy and Agreement



### INTRODUCTION

The purpose of this Policy and Agreement is to outline the acceptable use of technology hardware, software, systems, networks, websites, Internet connections and/or other equipment, hereinafter referred to as “technology,” belonging to, or in the possession and/or control of, the King Philip Regional School District (KPRSD). This Policy shall apply to all KPRSD employees, officers, volunteers, students, agents or other representatives, hereinafter referred to as “users,” who utilize KPRSD technology. All users and parents of users, in the case of students under the age of eighteen (18), are required to sign this Agreement confirming that he or she has read and understands this Policy, and agrees to abide by this Policy. The signature(s) at the end of this document is (are) legally binding.

Unless otherwise specified herein, the KPRSD shall act through the Superintendent of Schools, serving in his or her official capacity, or his or her designee.

KPRSD may make changes in this Policy and Agreement at any time, with or without prior notice to users. Users and parents of users, in the case of students under the age of eighteen (18), will be required to review and sign an amended Policy and Agreement. Additionally, this Policy and Agreement shall be accessible at all times on the KPRSD website and in the offices of every building Principal and of the Superintendent of Schools. All users and parents of users, in the case of students under the age of eighteen (18), are required, and hereby agree, to remain up-to-date in their knowledge of the Policy and that the user will comply with the Policy as updated and agreed to, at all times.

The use of the Internet and all KPRSD technology **is a privilege, not a right**; any failure to comply with this Policy shall constitute misconduct by the user and may result in loss of computer services, discipline and/or legal action against the user.

### I. PERSONAL RESPONSIBILITY

By signing this contract, the user and parents of the user, in the case of students under the age of eighteen (18), agree(s) that the user will follow all rules outlined in the Policy. KPRSD provides users with access to KPRSD’s technology to help them achieve the educational and professional objectives of KPRSD. KPRSD may, acting in its sole discretion, limit or deny that privilege to any user at any time. Each user shall be personally responsible, both legally, financially and otherwise, for his/her use of KPRSD technology, and shall use KPRSD technology only in conformance with this Policy.

KPRSD will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.

### II. ACCEPTABLE USES

#### A. Educational/Administrative Uses

KPRSD provides access to its technology primarily for educational and administrative purposes. Approved uses include, but are not limited to, research, communication, and activities that support KPRSD’s educational mission.

#### B. Permitted Non-School Business Use

Before or after school hours, or at other times as permitted by the KPRSD, users may utilize KPRSD technology for non-school business, including research, browsing, or for the sending and receiving of non-school e-mail. Staff users shall not utilize KPRSD technology for non-school business purposes at times when the user is in visual or auditory contact with students. KPRSD will permit this non-school business use as long as it does not result in additional cost to KPRSD, is not overused or abused

by users and as long as the user understands that this non-school business remains fully subject to the terms of this Policy, including that users have no right to privacy in the activity.

As part of this acceptable use, users are expected to be polite and not abusive to other users, utilize appropriate language, such as no swearing, vulgarity or other inappropriate language, and consider what others may find hurtful or offensive when sharing content.

### **III. UNACCEPTABLE USES**

Proper professional and educational standards of conduct must be maintained. Users will refrain from accessing material that is inappropriate to the educational environment and/or illegal.

Some examples of unacceptable and/or illegal use are (this is not an exhaustive list of all possible unacceptable and/or illegal uses):

- A. Using technology in a manner that would violate any federal, state, or local statute, regulation, rule or policy.
- B. Using technology for commercial activities, product advertisement or political lobbying, including lobbying for office, when not directly related to the educational purposes of the KPRSD.
- C. Using KPRSD technology for gambling.
- D. Participating in any communication that facilitates the illegal sale or use of drugs or alcohol.
- E. Using profane, threatening, defamatory, discriminatory, or harassing language or language that constitutes a criminal offense or that is detrimental to or in opposition to the KPRSD's educational mission in any e-mail message or other Internet communication.
- F. Engaging in cyberbullying as defined in Chapter 92 of the Massachusetts Acts of 2010, that is bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by such things as electronic mail, internet communications, instant message, text message or facsimile.
- G. Displaying or downloading any kind of sexually explicit offensive image or document. In addition, sexually offensive material may not be archived, stored, distributed, edited, or recorded using KPRSD's network or computing resources.
- H. Knowingly engaging in any activity that could result in damage to KPRSD technology or property of another user or of any other agencies or networks that are connected to the internet.
- I. Sharing passwords or assigned accounts, without the express authorization of the KPRSD.
- J. Using another's password or accessing another's account without express authorization of KPRSD and pretending to be someone else when sending information.
- K. Hacking or engaging in activities designed to, or that might reasonably be foreseen to, expose KPRSD technology or other computers to computer viruses, other harmful software, or other injury or damage.
- L. E-mailing or instant messaging students, who are unrelated to the user, for non-school business-related reasons. School business use of instant messaging software or chat rooms for communication with students should only be done with the authorization of the KPRSD.

- M. Downloading, using or distributing pirated, unlicensed software or data, and downloading, using or distributing any software that is not authorized by the KPRSD.
- N. Unauthorized copying, downloading, or distributing of copyrighted software or materials. This includes, but is not limited to: e-mail, text files, program files, image files, database files, sound files, music files, and video files.
- O. Providing, using or disseminating private and/or confidential information about any individual other than the user, or the user's immediate family, over KPRSD technology for non-school business use. Users shall promptly notify the superintendent's office in the event that an e-mail transmission containing the confidential or proprietary information of another party is received without the express permission of that party.
- P. Using KPRSD technology to transmit or display material confidential to KPRSD to uninvolved parties without the authorization of the KPRSD. This includes material posted in chat rooms, newsgroups, blogs, or other public forums. Users shall promptly notify the superintendent's office in the event that an e-mail transmission containing the confidential or proprietary information of another party is received without the express permission of that party.
- Q. Downloading entertainment software or games, except where the user obtains the prior written authorization of the KPRSD.
- R. Installing and/or operating peer-to-peer software.
- S. Attempting to harm, maliciously modify, or destroy data that has been created by another.
- T. Plagiarizing.
- U. Spamming or the unauthorized use of KPRSD distribution lists for e-mails. This includes creating or forwarding chain letters or pyramid schemes of any type.
- V. Using proxy websites that allow a user to browse the internet anonymously and intentionally bypasses firewall and content filters or modifying policies, machine settings or infrastructure to gain unauthorized access to resources or to evade established security configurations.

#### **IV. PRIVACY OF COMMUNICATIONS**

All messages, data and information created, sent, or retrieved over KPRSD technology are the property of the KPRSD and subject to inspection by KPRSD at any time without notice. The KPRSD has the right, but not the duty, to monitor, inspect, copy, review, delete, destroy, maintain and/or store at any time without prior notice any and all messages, data and information created, sent, or retrieved over KPRSD technology. This includes, but is not limited to, any and all electronically stored information and electronic files, electronic mail communications, and Internet website history. No user shall have any expectation of privacy regarding such materials. All users are expected to use appropriate judgment and caution in communications concerning students and staff to ensure that personally identifiable information remains confidential.

As public material, all information maintained on KPRSD technology (except those specifically excluded by law) is subject to the Massachusetts Public Records law. No user should expect that electronic mail messages (even those marked "Personal") are private or confidential. Copies of all information created, sent or retrieved may be stored on the network's back up files. The network's storage areas (including back-up and user files) will be treated like school lockers and may be subject to inspection. This information may be disclosed to law enforcement or other third parties without prior notice to or consent of the user, sender or receiver.

Deleting an e-mail message does not actually 'delete' it. Any e-mail sent through the KPRSD's technology may be kept separate from the user's computer, and is property of the KPRSD. Like all other correspondence dealing

with official district business, e-mail and other electronically stored information should be retained in an electronic format as required by the Massachusetts Public Records Law. Please consult the Public Records Division of the Office of the Secretary of the Commonwealth for details regarding how this law affects your particular file, document, e-mail message or record.

KPRSD reserves the right to examine data stored on users' personal machines on school grounds or at school functions to make sure that all users are in compliance with this Policy.

## **V. USE OF HARDWARE**

All hardware owned, distributed and loaned to the user is the responsibility of that user to return in the same condition as when supplied. It is the responsibility of the user to report abuse of KPRSD technology immediately to the Technology Department. A user should not attempt to log on as a system administrator as that will result in a cancellation of user privileges. All computers and hardware NOT owned by KPRSD must be approved for use with the Technology Department beforehand.

## **VI. LIMITATION OF INTERNET ACCESS**

### **Active Restrictive Measures**

The Children's Internet Protection Act, known as CIPA requires schools and libraries to certify that they are enforcing a policy of Internet Safety that includes measures to block or filter Internet access for both minors and adults to certain visual depictions. They must also have adopted and implemented an Internet Safety Policy that addresses specific issues.

In compliance with CIPA, the district, either by itself or in combination with the Internet Service Provider (ISP), utilizes firewalls to protect the network from hackers and filtering or blocking software to prevent users from accessing visual depictions that are (1) obscene, (2) child pornography, (3) harmful to minors, or (4) deemed by the KPRSD to be inappropriate to the educational mission of the KPRSD. The content filtering software is updated on a regular basis and sites can be blocked per a request.

The term "harmful to minors" is defined by federal statute (47 U.S.C. §254), as meaning any picture, image, graphic image file, or other visual depiction that

- (i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

While the necessary technology protection measures have been taken to protect students from accessing inappropriate material on the Internet, it is impossible to guarantee that students will not accidentally or purposely find material that is not consistent with the educational mission, goals and policies of the school. Students' access to and use of the Internet will be available only through a student account and as such, will be under teacher direction. The district requires teachers and staff to monitor and supervise students when accessing the Internet and evaluate all Internet resources prior to student use. While students may be able to access Internet resources for research that have not been previewed by staff, the students shall be provided with guidelines and a list of resources that support the curriculum. When students are using the Internet, the content filtering software cannot be disabled even with parental or teacher permission and supervision. The Technology Department may disable content filtering software only for adults who are using the school computers for bona fide research or other lawful purposes.

If a staff member observes that the filtering or blocking system is not working appropriately when monitoring students' technology use, please contact the Technology Department.

## **VII. FAILURE TO FOLLOW POLICY**

Violating any of the guidelines listed above can, in the discretion of the KPRSD, result in:

- A. Restricted technology access.
- B. Loss of technology access.
- C. Disciplinary action against the user, including, without limitation suspension and/or termination of employment for staff members.
- D. Referral to law enforcement personnel and/or legal action including, but not limited to, criminal or civil prosecution and/or penalty under appropriate state and federal laws.

## **VIII. WARRANTIES/INDEMNIFICATION**

KPRSD makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its technology provided under this Policy. KPRSD shall not be responsible for any claims, losses, damages, injuries or costs or fees (including attorney's fees) of any kind suffered or incurred, directly or indirectly, by any user arising from use of KPRSD's technology. KPRSD specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

By signing this Policy and Agreement, the user and parents of users, in the case of students under the age of eighteen (18), take(s) full responsibility and agrees to hold harmless and indemnify the KPRSD, its Internet Service Provider (ISP), and all of the KPRSD's and ISP's officers, agents, servants, representatives, administrators, teachers, volunteers and staff from any and all claims, losses, damages, injuries or costs or fees (including attorney's fees) of any kind resulting from the user's access to the KPRSD's technology, including, but not limited to, any fees or charges incurred through purchases of goods or services by the user.

All users and parents of users, in the case of students under the age of eighteen (18), hereby agree to cooperate with the KPRSD in the event of KPRSD's initiating or involvement in an investigation of any user's access of the KPRSD's technology, whether that use is on a KPRSD computer or on another computer outside KPRSD's network.

## **IX. LIABILITY**

The most important prerequisite is that the user and the parent of the user in the case of a student take full responsibility for the user's own actions. KPRSD shall not be liable legally, financially or otherwise for any users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. KPRSD shall not be responsible legally, financially or otherwise for ensuring the accuracy, safety, harmlessness, or usability of any information found on the Internet. KPRSD shall not be responsible legally, financially or otherwise for any claims, losses, damages, injuries or costs or fees (including attorney's fees) of any kind suffered or incurred, directly or indirectly, by any user arising from use of KPRSD's technology.

KPRSD disclaims all liability for the content of material that a student may access on the Internet, for any damages suffered in the course of or as a result of the student's Internet use, and any other consequences of a student's network use.

## **X. PUBLISHING ON THE INTERNET**

All publications of school, grade, department, group, or project pages that are displayed on any of the KPRSD's technology shall be created and reviewed in conformance with this Policy and within any additional guidelines established by the KPRSD.

### **KPRSD's Website**

The purposes of any KPRSD website are to encourage and enhance teaching and learning and to provide users and electronic visitors with accurate and timely information about KPRSD.

1. All web pages will be official publications of the KPRSD.
2. The KPRSD will administer all KPRSD website development and content.
3. KPRSD webmasters will operate and maintain all KPRSD websites. **All users given web posting privileges on the KPRSD website are solely responsible for that posted content.**

### **Publishing Guidelines**

KPRSD has established guidelines for publishing on the KPRSD websites, which include the following:

1. KPRSD's web pages must have common elements of consistent form and quality content. The format must be tested and the content reviewed by the KPRSD prior to posting.
2. Members of the school community are encouraged to have input into the website, but the KPRSD oversees all content.
3. Individual teachers will review their students' material before publication for quality and completeness. All work must follow copyright laws.

### **Safety Procedures for Publishing on the Internet**

1. Students' photographic images, MAY NOT be published on a KPRSD web page without written consent from the parent/ guardian.
2. No home addresses, telephone numbers or e-mail addresses of students will be posted.
3. No student shall be identified by his/her full name.
4. Students must submit a signed permission form from their parent/guardian granting permission to post the student's work.
5. Logos or trademarks used must have written permission from the person or organization that owns the logo or trademark.

**Consequences for Violation:** Violations of these rules may result in disciplinary action, including the loss of privileges to use the KPRSD's information technology resources.

## **XI. Social Networking and Digital Tools for Staff**

KPRSD administrators will remind all staff concerning the importance of proper decorum in the digital world and in person, and must conduct themselves in ways that do not distract from or disrupt the educational process. The staff should follow the guidelines below and exercise good judgment when presenting themselves on social networking sites, including but not limited to Facebook, forums, message boards, wikis, blogs, Google, and other digital tools.

- Staff members shall not list current KPRSD students as "friends" on networking sites.

- All e-contacts with current KPRSD students should be through the KPRSD’s computer and telephone system, except for in emergency situations.
- Staff members shall not give out their personal contact information to current KPRSD students without prior approval of the KPRSD.
- Staff members shall not engage in prejudicial or discriminatory attacks, sexual harassment or other forms of cyber bullying.
- Staff members shall not post false, defamatory, threatening, racist or disrespectful language about a person or organization. This includes, but is not limited to, the posting of inappropriate and obscene content, photographs or other such information that might result in disruption of KPRSD.
- Staff members shall respect the privacy of the KPRSD community and must not divulge or post online any identifying information of any member of the school district community, particularly on personal web pages or social networking sites, without permission (including, but not limited to, names, addresses, photos, videos, email addresses, and phone numbers).
- The professional conduct of the staff is expected to extend into the personal online world of social networking, blogs, and other communication tools, especially regarding mention of the KPRSD, or members of the KPRSD community.

The misuse of social media by any staff member at KPRSD will not be tolerated and will result in disciplinary action, up to and including termination. KPRSD will be in complete compliance with the laws applicable to misuse of social media.

**The King Philip Regional School District Acceptable Use Policy (AUP) is posted in the Faculty, Staff and Student Handbooks. The AUP is also available on the district website <http://technology.kingphilip.org/>**

**I hereby state that I have read and agree to abide by the terms of this policy. Failure to do so may revoke your technology privileges or lead to other disciplinary action.**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **User Name** (please print)

\_\_\_\_\_ **User Signature**

**[For Parents of Students Under the Age of 18] I hereby state that I have read and agree that my child will abide by the terms of this policy. Failure to do so may revoke my child’s technology privileges and lead to other disciplinary action.**

\_\_\_\_\_

**Date**

\_\_\_\_\_  
**Parent Name** (please print)

\_\_\_\_\_  
**Parent Signature**

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