

Adopted: 2000-01-25	Reviewed:	Amended:2005-06-28
		2012-06-19
		2015-10-27
		2018-10-09

# POLICY

This policy shall govern the use of computer equipment, software, the network, messages and internet access provided by the Board of Education (the "Board") to students, employees, contractors and others.

The School District's computers, software, networks, electronic systems, and access to the internet (collectively referred to as the "System") are intended for educational purposes and for conducting valid Board business. Use of the System and access to the internet for any other purpose is prohibited including, without limitation, commercial, criminal, obscene or illegal purposes.

Use of the System requires prior authorization by the Board, who reserves the right to restrict the scope of access to individual users or classes of users. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the System. All schools will develop Internet Use Guidelines and will use the Internet Student and Employee Account Agreements attached to this policy.

Access to the System, including internet resources, is a privilege, not a right. Such access is made available only so long as the user complies with this Technology Usage and Access Policy and such rules and regulations as may be made by the Board. Inappropriate or prohibited use may lead to suspension or termination of user privileges at the discretion of the Board, and possible other consequences including disciplinary action. Use of these resources indicates users agree to comply with the terms and conditions of use established by the Board and outlined in this Policy.



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# REGULATIONS

# 1. <u>Use of the System</u>

## 1.1 General

Access to the System is a privilege, not a right.

It is important that users conduct themselves in a responsible, decent, ethical, and polite manner while using the System. Following is a list of guidelines whose violation may lead to suspension or termination of privileges.

1.1.1 When interacting on the internet, users are expected to behave as they would in any other environment where they represent their school/employer.

## 1.1.2 **Controversial Material**

Employees may encounter material that is controversial and which users, parents/guardians, employees or administrators may consider inappropriate or offensive. However, on a global network it is impossible to control effectively the content of data and an industrious user may discover controversial material. It is the user's responsibility not to initiate access to such material. The Board may, but shall not be obliged to, restrict access to network material, but in any event shall have no duty to regulate the content of material on the network or the user's access to that material.

# 2. <u>System Security</u>

- 2.1 Authorized users are prohibited from permitting other persons to use their access, or account, and must log off immediately after use to ensure that others cannot use their access or account.
- 2.2 Authorized users should not disclose their passwords to any other person. Account holders are responsible for all activity within their account.
- 2.3 Users must follow appropriate virus protection procedures when placing material on a computer or downloading material from the internet. Conduct which deliberately or recklessly exposes the System to computer virus infection is prohibited.

# 3. <u>Prohibited Use</u>

Following is a list of examples of prohibited conduct:

- 3.1 Users may not use the System to:
  - transmit any materials in violation of Canadian laws
  - duplicate, store, download or transmit pornographic materials
  - transmit or post threatening, abusive, or obscene material
  - duplicate, store, download or transmit copyrighted material that violates copyright law
  - participate in pyramid schemes
  - participate in gambling
  - participate in cyber-bullying
- 3.2 Users may not violate, or attempt to violate, the security of the System.
  - Any attempts to access unauthorized data on the System will result in termination of user privileges
  - Any attempts to vandalize System accounts or systems will result in termination of user privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another member, the School District, or any of the agencies or other networks that are connected to the internet. This includes, but is not limited to, the uploading or creation of computer viruses.
  - Use of another individual's System account or password without his/her knowledge is prohibited
- 3.3 When interacting on the internet, do not:
  - use abusive, vulgar, profane, obscene or other inappropriate language
  - criticize the spelling, writing or keyboarding of others
  - re-post personal messages that you receive to public forums (e.g., listserves, newsgroups) without the permission of the author
- 3.4 System users, should not:
  - share their password with others. Account holders are responsible for all activity within their account.
  - distribute or use anyone else's user ID and password
  - reveal anyone else's personal information
- 3.5 The System is a shared resource and users should use it in such a way that it doesn't disrupt the service to others. Do not use the System:
  - for private business purposes
  - for product and/or service advertisement or political lobbying
  - to send chain letters
  - to play network intensive games, other than on local area networks under the supervision of a teacher
  - to download excessively large files, except in low use hours
  - to harass other users with unwanted or unsolicited messages through email, Facebook, Twitter or other message forums. Harassment is defined in <u>Policy #6215 – Respectful Workplace</u>

# 4. <u>Students</u>

- 4.1 The purpose of student access to the System is to further the learning objectives of a student's educational program, including without limitation:
  - 4.1.1 Providing training in the use of computer systems.
  - 4.1.2 Providing access to a wide range of material with educational value

to the student.

- 4.1.3 Facilitating communication with others around the School District and the world in furtherance of the student's education.
- 4.1.4 There is a wide range of material available on the internet, some of which may be offensive or conflict with the values of some families. The Board may revoke access privileges of students who use the System to access inappropriate materials. However, it is not practically possible for the Board to constantly monitor or individually control student use of the System, nor to prevent inadvertent accessing of offensive material. Parent(s)/ guardian(s) who have particular concerns about access to inappropriate material should discuss this issue with the appropriate teacher(s) and administrator at their child's school.
- 4.1.5 Failure by a student to comply with this policy and any rules and regulations, respecting use of the System, that are made by the Board, may result in suspension or revocation of access privileges and may also result in disciplinary action.
- 4.1.6. All students (K-12) and their parents must sign the Student Technology Acceptable Use Agreement Form (Appendix A) prior to September 30<sup>th</sup>. In cases where the student is unable to sign, parental signature is sufficient.

# 5. <u>Employees</u>

- 5.1 Employees are required to comply with this policy and rules and regulations, respecting use of the System, that are made by the Board from time to time. Failure to do so may result in suspension or revocation of some or all of their access privileges and may also result in disciplinary action, including dismissal.
- 5.2 All employees must sign the Employee Account Agreement (Appendix B) on an annual basis, prior to September 30<sup>th</sup>.

# 6. <u>Risk and Liability</u>

6.1 The Board makes no warranties of any kind, whether expressed or implied, for the service it is providing. The Board will not be responsible for any damages a user suffers or causes. Use of any information obtained via the System is at the user's own risk. The user shall indemnify and save harmless The Board from any cost, damage or liability the user may incur as a result of, or in any way relating to, the user's access to the network.

# 7. Privacy and Confidentiality

- 7.1 Use of the System is neither private nor confidential and may be tracked. Use of the System, including the internet, by any individual may be monitored or reviewed by the Board System Administrator(s) or appropriate supervisory staff without prior notice.
- 7.2 The contents of computer hard drives and other storage devices owned by

the School District may be examined and read by the System Administrator(s) or appropriate supervisory staff.

- 7.3 The System Administrator(s) may remove locally posted messages that are unacceptable and/or in violation of the Technology Usage and Access Policy.
- 7.4 In the case of misuse or suspicion of misuse of the network or services, the Board reserves the right to access any files on the system.
- 7.5 The System Administrator(s) or appropriate supervisory staff will not intentionally inspect the contents of users' messages, or disclose the contents to anyone other than the sender, or intended recipient, without the consent of the sender or intended recipient, unless required to do so by law or the policies of the Board, or to investigate complaints regarding mail which are alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. The Board will cooperate fully with any participating school district, local, provincial, or federal officials in any investigation concerning or relating to any message transmitted on the System.
- 7.6 The System Administrator(s) has the right to set quotas for disk/computer usage and download/time limits on the System.

# 8. **Procedure for Suspension or Termination of Access**

8.1 The System Administrator(s) has the right to suspend or terminate a user's access to and use of the System upon any breach of the Technology Usage and Access Policy by the user. Prior to suspension or termination, or as soon after as is practicable, the System Administrator will inform the user of the suspected breach and give them an opportunity to present an explanation. The user may request a review hearing with the account authorizer (and/or other School District administrators) within seven (7) days of the suspension or termination if the user feels that the action was unjust. After the review, access may be restored if the System Administrator and the School District personnel uphold the user's appeal.

### **APPENDIX A**



## STUDENT TECHNOLOGY ACCEPTABLE USE AGREEMENT

(Complete on an annual basis prior to September 30<sup>th</sup>)

#### Student Name: \_\_\_\_\_

#### School:

I agree to comply with the following conditions when using my School District internet account:

- Internet access is primarily for education purposes only
- I will not use the system in a way that will disrupt the network use of others
- I will be polite on-line
- I will be careful not to reveal or request personal information
- I will not use the internet for illegal or inappropriate purposes (e.g. cyber-bullying)
- I am responsible for all activity under my account (do not share passwords)
- I am aware that the System Administrator has final authority on the use of the network and may access any file if there is suspicion of misuse

I understand that if any of the above rules are violated, I may face disciplinary action in addition to losing internet access. I also understand that use of the internet by students may not be directly supervised at all times and the School District does not accept responsibility for inappropriate use. I hereby release the School District, its personnel and any institutions with which it is affiliated from any and all claims and damages of any nature arising from the use of, or inability to use the School District System, including, but not limited to claims that may arise from the unauthorized use of the System to purchase products or services.

Signature (student)

Date

Signature (parent/guardian)

Date

## EMPLOYEE ACCOUNT AGREEMENT

(Complete on an annual basis prior to September 30<sup>th</sup>)

Name:

Position: \_\_\_\_\_

School/Department:

I require this account for instructional and/or job related activities. I have read the School District "Technology Usage and Access Policy". I agree to follow the rules contained in this Policy and the Regulations. I understand that if I violate the rules, I may face disciplinary action in addition to losing my internet access. I hereby release the School District, its personnel, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from the use of, or inability to use, the School District System, including, but not limited to claims that may arise from the unauthorized use of the System to purchase products or services.

Signature (employee)

Date