

INTERNET-TECHNOLOGY ACCEPTABLE USE POLICY AND AGREEMENT

It is the Policy of the Norfolk School Committee that all users of the internet in the Norfolk Public Schools read, sign and agree to the terms of the following Acceptable use policy:

Please read this document carefully before signing.

Internet access is now available to students, teachers and staff of the Norfolk Public Schools through NorNet—Norfolk's Educational Information. This exciting technology allows for communication and access to information on a global scale including but not limited to:

- Electronic mail communication with people all over the world
- Information and news from NASA as well as the opportunity to correspond with the scientists at NASA and other research institutions
- Public domain software and shareware of all types
- Discussion groups on a variety of topics ranging from Chinese culture to the environment to music to world history
- Access to university library catalogs, the Library of Congress and ERIC
- World Wide Web sites that offer thousands of educational resources

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. The Norfolk Schools have taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. The Norfolk Schools believe 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.

Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network relies upon proper conduct of the end users who must adhere to strict guidelines. In general, this requires efficient, ethical and legal utilization of the network resources. If a Norfolk School user violates any of these provisions, his or her account will be terminated and future access could possibly be denied. The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

INTERNET TERMS AND CONDITIONS

Acceptable Uses—The use of your account must be in support of education and research and in accordance with the educational objectives of the Norfolk Public Schools. Unacceptable use includes but is not limited to the following:

~~Users should not lend their Internet account and/or password to other users, or use another's account.~~
~~Use for commercial purposes or political lobbying is prohibited.~~
~~The malicious attempt to harm or destroy data of another user or the Internet, including the uploading or creation of computer viruses, is forbidden.~~
~~Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material; threatening, racist, sexist, pornographic, and obscene material; or information protected by trade secret.~~
~~Abusive or otherwise objectionable language is forbidden.~~
~~Etiquette—Users are expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:~~
~~Be polite. Do not get abusive in your messages to others. Use appropriate language.~~
~~Do not reveal your personal address or phone numbers of students or colleagues.~~
~~Assume that email is NOT secure or confidential. Never send anything that you would hesitate to have viewed by others.~~
~~Use upper and lower case letters (all caps is considered the equivalent of shouting), and be mindful of spelling.~~
~~Keep paragraphs and messages short and to the point.~~
~~Check email regularly and delete unwanted messages as quickly as possible.~~
~~Respect other people's privacy regarding mail or files.~~
~~Avoid use of sarcasm in electronic communications.~~
~~Vandalism—Vandalism will result in cancellation of access privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any of the above listed agencies or other networks that are connected to the Internet backbone. This includes the uploading or creation of computer viruses. If the use of the internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators will deem what is inappropriate and their decision is final. The administration, faculty, and staff of the Norfolk Schools may request of the system administrators to deny, revoke, or suspend specific user accounts.~~

I. Introduction

The purpose of this Technology Acceptable Use (TAU) Policy and Agreement (P&A) 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 Norfolk Public Schools (NPS) district. This policy shall apply to all NPS employees, officers, volunteers, students, partners, agents or other representatives, hereinafter referred to as "Users," who utilize NPS technology. All Users are required to sign this TAU P&A confirming that he or she has read and understands this policy, and agrees to abide by this policy.

Unless otherwise specified herein, the NPS shall act through the Superintendent of Schools, serving in his/her official capacity, or his/her designee. This policy is intended to be consistent with other NPS policies including the Sexual Harassment Policy, Affirmative Action Policy Statement, and other policies.

NPS may make changes in this TAU P&A in accordance with Policy BGB School Committee Policy Adoption. Users may be required to review and sign an amended or revised Policy and Agreement at any time, at the sole discretion of the NPS. Additionally, this Policy and Agreement will be accessible at all times on the NPS website and in the offices of every building Principal and of the Superintendent of Schools. All Users are required, and hereby agree, to remain up-to-date in their knowledge of TAU P&A and to comply with the TAU P&A as updated at all times.

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

II. Acceptable Uses

A. Educational/Administrative Uses

NPS provides access to its computer networks and the Internet primarily for educational and administrative purposes. Approved uses include, but are not limited to, research, communication, and activities that support educational mission of the Norfolk Public Schools.

B. Permitted Non-Official School Use

Official School Use of technology is the use of any NPS technology in the performance of the duties and responsibilities of the employee. Non-official school use is the use of NPS technology for all other purposes, including personal, outside business, volunteer, or other. Before or after school hours, or during non-instructional times, users may utilize NPS technology for non-official school use, including research, browsing, or for the sending and receiving of non-school personal and business e-mail in accordance with the NPS De minimis Use Policy. Users shall not utilize NPS technology for non-school business purposes at times when the user is in visual or auditory contact with students.

III. Unacceptable Uses

A. Using the internet in a manner that would violate any federal, state, or local statute, regulation, rule or School Committee policy.

B. Using threatening, defamatory, discriminatory, or harassing language or language that constitutes a criminal offense or otherwise bullying others.

C. Intentional viewing, display or download of any kind of sexually explicit offensive image or document.

D. Using NPS technology for on-line or off-line gambling.

E. Knowingly engaging in any activity that could result in damage to NPS technology.

F. Sharing passwords or using another student or faculty member's password.

G. Engaging in activities designed to, or that might reasonably be foreseen to, expose NPS technology or other computers to computer viruses, other harmful software, or other injury or damage.

H. Using E-mail, instant messaging, or social media tools to contact students who are unrelated to the user for non-school business-related reasons. (See Policy GBEE: INTERNET AND ELECTRONIC COMMUNICATION).

I. Downloading, using or distributing pirated, unlicensed software or data or downloading, using or distributing any software that is not authorized by the NPS.

J. 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.

K. Providing private and/or confidential information about any individual other than the user, or the user's immediate family, over NPS technology for non-school business use.

L. Intentionally distributing spyware or computer viruses on district computers or servers.

M. Installing and/or operating peer-to-peer software.

N. Attempting to harm, maliciously modify, or destroy data that has been created by another.

O. Plagiarizing.

P. Spamming or using NPS distribution lists for mass e-mails for personal business or marketing purposes. This includes creating or forwarding chain letters or pyramid

schemes of any type. Mass email is defined as the use of email distribution lists and or groups without regard to consciously selecting recipients.

Q. Removing hardware, software, files or data without prior NPS authorization.

R. Political and campaign purposes.

IV. Web Publishing Guidelines

The purposes of the NPS website is to encourage and enhance teaching and learning and to provide Users and electronic visitors with accurate and timely information about the Norfolk Public Schools. As such, all publications of school, grade, department, group, or project pages that are displayed and/or linked from any of the NPS technology shall be created and reviewed in conformance with this TAU P&A and within any additional guidelines established by the NPS.

1. All web pages, including third-party sites linked from the NPS website, are official publications of the NPS.

2. The NPS will administer all NPS website development and content.

3. NPS web pages must have a consistent “look and feel” regarding common elements of form and quality content. All third-party tools utilized for NPS content must be tested and approved by the NPS Webmasters prior to posting. Third-party tools include the various tools linked from the NPS web site, including blogs (Blogspot, Wordpress, etc), teacher web tools (e.g., Moodle, Edmodo, etc).

4. Members of the school community are encouraged to have input into the website, but the NPS oversees all content and strategy.

5. NPS webmasters are responsible for overseeing all websites. Individual users may be provided with permissions to maintain and post content to specific pages in accordance with this policy and all other publishing standards issued by the NPS. Users given web posting privileges are solely responsible and accountable for all posted content to their pages.

6. Third-party NPS School Partner pages are not official NPS content. NPS School Partners utilizing the NPS web platform is official NPS content. Any content inconsistent with this policy shall be immediately corrected. Failure to comply with this TAU P&A shall result in the loss of use of the NPS technology and/or linking to the partner’s third-party site.

7. 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. Photographic images of students may be published on a NPS web page unless the parent or guardian has expressly requested that the student's image not be taken and/or displayed by completing the NPS Privacy & Photography form.

2. When requesting District staff (e.g., webmaster) upload photos to any NPS web page, it is the school staff's sole responsible for confirming whether any students are prohibited.

3. No home addresses, telephone numbers or e-mail addresses of students will be posted.

4. No student shall be identified by his/her full name.

V. Monitoring

All messages, data and information created, sent, or retrieved over NPS technology are the property of NPS. NPS reserves the right 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 NPS technology. No user shall have any expectation of privacy regarding such materials. Maintenance of and monitoring of the system may lead to discovery that a user has violated this NPS TAU P&A and/or other School Committee polices, state or federal laws.

As public material, all information maintained on NPS technology is subject to the Massachusetts Public Records law. 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 NPS is archived for a period of at least seven years and e-mail will be stored separately from the user's computer, and is property of the NPS.

The NPS will not remotely activate web cameras unless the laptop has been reported lost or stolen.

VI. 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, faculty or staff member to oversee the use of all technology and report abuse immediately to the Technology Staff. The NPS Technology Department must approve all computers and hardware NOT owned by NPS prior to use.

VII. Limitation of Internet Access

Active Restrictive Measures

The district, either by itself or in combination with the Internet Service Provider (ISP), may utilize filtering or blocking software or other monitoring methodologies to prevent Users from accessing visual depictions that are (1) obscene, (2) pornographic, (3) harmful to minors, or (4) deemed by the NPS to be inappropriate to the educational mission of the NPS.

VIII. Failure to Comply

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

A. Restricted technology access.

B. Loss of technology access.

C. Disciplinary action against the User, including, without limitation, suspension, expulsion and/or termination of employment.

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.

IX. Warranties/Indemnification

NPS 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 TAU P&A. NPS shall not be responsible for any claims, losses, damages, injuries or costs or fees (including attorneys fees) of any kind suffered or incurred, directly or indirectly, by any User arising from use of NPS's technology.

By signing this TAU P&A, the User takes full responsibility and agrees to hold harmless and indemnify the NPS, its Internet Service Provider (ISP), and all of the NPS, its ISP's officers, students, agents, servants, representatives, administrators, teachers, volunteers and staff from any and all claims, losses, damages, injuries or costs or fees

(including attorneys fees) of any kind resulting from the User's access to NPS technology, including, but not limited to, any fees or charges incurred through purchases of goods or services by the user.

All Users hereby agree to cooperate with the NPS in the event of NPS involvement in an investigation of any User's access of the NPS technology, whether that use is on a NPS computer or on another computer outside the NPS network.

X. Liability

NPS shall not be liable for any Users' inappropriate use of electronic resources or violations of copyright restrictions, Users' mistakes or negligence, or costs incurred by Users. NPS shall not be responsible for ensuring the accuracy, safety, harmlessness, or usability of any information found on the Internet.

XI. User's Agreement

I have received and read the Norfolk Public Schools Technology Acceptable Use Policy & Agreement and agree to abide by the terms of this policy. I recognize that failure to do so may result in the revocation of technology privileges.

The NPS Technology Acceptable Use Policy & Agreement (TAU P&A) is posted in the Family Handbook, which is available for download in the Parents section of the Norfolk Public Schools website at <http://www.norfolk.k12.ma.us/parents>

Name: _____

Signature: _____

Date: _____

REFERENCES:

LEGAL REFERENCES:

CROSS REFERENCES:

Policy BGB: School Committee Policy Adoption
Policy GBEE: Internet and Electronic Communications
De minimis Use Policy
Political and Campaign

SOURCE: MASC

ADOPTED:

REVISION: Draft Rev. 1: First Reading June 11, 2013