

**VIRGINIA PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA, MN 55792**

Adopted: August 28, 2006

Revised: _____

524 TECHNOLOGY RESOURCE ACCEPTABLE USE POLICY

I. SCOPE; DEFINITIONS

The term “Technology Resource(s)” includes, but is not limited to: computer hardware and software, Internet, web-pages, instant messaging systems, networks, telephones, pagers, scanners, printers, digital cameras, photocopy and facsimile machines and all communications and information communicated thereby, including e-mail and voice-mail and all communications and information transmitted by, received from, entered into, or stored in these resources.

The term “District” refers to the Virginia Public Schools, Independent School District #706.

The term “user(s)” includes all Virginia Public Schools, Independent School District #706 faculty/staff members, students, and any other person who may use or access the Technology Resources belonging to the District.

II. GENERAL STATEMENT OF POLICY

This policy has been implemented to clarify the responsibilities of users as well as the expectations of the District as they apply to the use of the District’s Technology Resources. In making decisions concerning user access to the District’s Technology Resources, the District considers its own stated educational mission, goals and objectives. Making Technology Resources available increases the possibility that some material may be obtained that is controversial, obscene, repulsive, or potentially harmful. However, the District believes that the educational, business and administrative value of the Technology Resources far outweighs the possibility that users may obtain material that is inconsistent with the educational goals and policies of the District. The District expects that the faculty will blend thoughtful use of the District’s Technology Resources throughout the curriculum and will provide guidance and instruction to students in their use. This policy is consistent with other District policies that relate to proper behavior within the school setting. All users are expected to use the Technology Resources in a responsible, ethical and appropriate manner, and the District will actively focus on providing individual users with the understanding and skills needed to use all Technology Resources in ways appropriate to educational needs and personal safety.

III. PURPOSE

The District provides access to Technology Resources because of the great informational and educational benefits that can be gained through the use of such resources. The primary use of the District's Technology Resources is to support the academic programs of the District to allow bona fide research and to support school related activities. The use of the District's Technology Resources will: (1) enhance classroom learning activities (2) facilitate professional or career development (3) assist in the collaboration and exchange of educational information. Use of the District's Technology Resources that is specifically aimed to assist users in performing the business and administrative functions of the District is also permitted.

IV. UNACCEPTABLE USES

A. The following uses of the District's Technology Resources are considered unacceptable:

1. Personal use of the District's Technology Resources and other similar uses that are inconsistent with the District's educational, business, and administrative purposes.
 - a. Limited Personal Use Exception for Employees: De minimis personal use by employees during non-duty hours may be authorized in advance by their supervisor upon written request. Personal use of a more substantial nature (e.g. masters degree thesis, etc.) must be authorized by the superintendent upon written request.
 - b. Limited Personal Use Exception for Students: De minimis personal use by students will only be permitted during the school day, and then only under the direct supervision of a classroom teacher or administrator.
2. Use of the District's Technology Resources by employees and their Exclusive Representatives for the purpose of disseminating, transferring, storing, or communicating information concerning collective bargaining, organization, and/or terms and conditions of employment is not consistent with the District's educational, business and administrative purpose and is therefore unacceptable. De minimis use will be allowed if prior authorization is granted by the superintendent.
3. Users will not use the District's Technology Resources to access, review, upload, download, store, print, post, or distribute pornographic, obscene or sexually explicit or sexually suggestive material.
4. Users will not use the District's Technology Resources to transmit or receive obscene, abusive, profane, lewd, vulgar, inflammatory, threatening, disrespectful, or sexually explicit language.

5. Users will not use the District's Technology Resources to access, review, upload, download, store, print, post, or distribute materials that use language or images that are inappropriate in the educational setting or disruptive to the educational process and will not post information or materials that could cause damage or danger of disruption.
6. Users will not use the District's Technology Resources to access, review, upload, download, store, print, post, or distribute materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
7. Users will not use the District's Technology Resources to knowingly or recklessly post false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial discriminatory attacks.
8. Users will not use the District's Technology Resources to engage in any illegal act or violate any local, state or federal statute or law. School District employees should be aware that data and other materials in files maintained on the District's Technology Resource system may be subject to review and disclosure or discovery under Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act) and that the District will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with the District's policies.
9. Users will not use the District's Technology Resources to threaten the safety of another person, or arrange for the sale or purchase of drugs or alcohol, or for any illegal use whatsoever.
10. Users will not use the District's Technology Resources to vandalize, damage or disable the property of another person or organization, and will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, hack into, modify or change the school district system software, hardware or wiring or take any action to violate the District's security, and will not use the District's Technology Resources in such a way as to disrupt the use of such resources by other users.
11. Except as provided in Section VI and VII of this policy, users will not use the District's Technology Resources to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of the person.
12. Users will not use the District's Technology Resources to post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or

passwords, and will not repost a message that was sent to the user privately without the permission of the person who sent the message.

13. Except as provided in Section VI and VII of this policy, users will not attempt to gain unauthorized access to the District's Technology Resources or attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user.
14. Users will not use the District's Technology Resources to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
15. Users will not use the District's Technology Resources, including e-mail, to send chain letters, advertisements, personal notices, or engaging in "spamming" (sending an annoying or unnecessary message to large numbers of people) in violation of this policy.
16. Users will not use the District's Technology Resources for private financial gain, or commercial, advertising or solicitation purposes.
17. Users will not attempt to delete, erase or otherwise conceal any information stored on or within the District's Technology Resources that violates these rules.

V. USE OF SYSTEM IS A PRIVILEGE; PENALTIES FOR VIOLATION

The use of the District's Technology Resources is a privilege, not a right, which may be revoked by the District at any time and for any reason. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the District's Technology Resources may result in one or more of the following consequences:

STUDENTS

- (a) Suspension or cancellation of use or access privileges to the District's Technology Resources.
- (b) Facing other disciplinary action in keeping with the disciplinary policies and guidelines of the District including, detention, suspension and expulsion.
- (c) Civil or Criminal Liability under other applicable laws.
- (d) Students or parents must make full financial restitution for any unauthorized expenses incurred or any damages caused.

FACULTY/STAFF

- (a) Suspension or cancellation of use or access privileges to the District's Technology Resources.
- (b) Facing other disciplinary action in keeping with the disciplinary policies and guidelines of the District including, demotion, suspension, and termination of employment.
- (c) Civil or Criminal Liability under other applicable laws.
- (d) Making full financial restitution for any unauthorized expenses incurred or any damages caused.

VI. NO EXPECTATION OF PRIVACY; MONITORING

Usage of all of the District's Technology Resources and any electronic data created, sent, received or stored in the system are, and remain the property of, the District. The District treats all electronic data sent, received, or stored through its Technology Resources as its business information. As a result, the District has the right to and will periodically assess whether their Technology Resources are being used for authorized purposes. Use of the Technology Resources that might be acceptable were it personally owned by a private user may not constitute an acceptable use of the District's Technology Resources. Because Technology Resources and all electronic data generated and stored within those resources are the property of the District, users should understand that they have **NO EXPECTATION OF PRIVACY** in their access and use of the District's Technology Resources. To safeguard and protect the District's proprietary, confidential, and business-sensitive information, and to ensure that the use of the District's Technology Resources is consistent with the District's educational, business, and administrative purposes, the District reserves the right to monitor the use of its Technology Resources. This includes the monitoring of a users computer or Internet usage, printing and or reading of e-mail, listening to voice-mail messages and viewing of any other electronic data derived from its Technology Resources.

VII. PROTECTION, SAFETY, SECURITY; REVIEW, DELETION AND DISCLOSURE

Users should be aware that e-mail messages, telephone calls, chat room discussions, instant messaging, voicemail, fax transmittals, digital photos and any other form of direct electronic communication, including District correspondence, may be monitored by the District. The District has the capability to access, review, copy, delete or block any form of direct electronic communication sent, received or stored on the District's Information Systems. The District may be required to produce, and thus reserves the right to access, review, copy, delete, or block all such messages for any purpose and to disclose them to any party (inside or outside the Virginia Public Schools) that it deems appropriate or necessary. Should employees or their exclusive representatives make incidental use of the

Technology Resources to transmit personal messages or messages concerning collective bargaining, organization, and/or the terms and conditions of employment, in violation of this policy; the District reserves the right to access, review, copy, delete or disclose such messages for any purpose.

VIII. TECHNOLOGY RESOURCE ACCESS VIA DISTRICT INFRASTRUCTURE ONLY

Access to the District's Technology Resources shall be from the District's property, workspace, classrooms, infrastructure and no remote tie-in to the District's Technology Resources shall be allowed. Users shall not attempt in any fashion to bypass the District's network infrastructure to access the District's Technology Resources, specifically including the Internet. User access to the Internet obtained from school property must be through District-provided access.

IX. PASSWORDS; USER RESPONSIBILITIES

All pass codes, passwords, I.D.'s and encrypted information are the property of the District. No user may use a pass code, password, I.D. or method of encryption that has not been issued specifically to that user by the District. In other words, no user may give, even on a temporary basis, his or her pass code, password, or I.D. to another user without prior written approval by the District. Every user is responsible for, and should take all reasonable precautions to protect, his or her pass-code, password, and I.D. Each user is advised that transferring files, shareware, and other software can transmit computer viruses and should exercise extreme care and caution in doing so. The user or his parents will be liable to pay the cost or fee of any file, shareware or software transferred or affected, whether intentional or accidental.

X. FILTERING

Users of the District's Technology Resources may not, at any time, access areas of the Internet that the District considers unsuitable for viewing. To actively enforce this guideline, the District has reserved the right to load filtering software on its Technology Resources to prohibit access to such sites.

XI. TECHNOLOGY RESOURCE USE AGREEMENT

- A. The proper use of the District's Technology Resources, and the educational value to be gained from proper Technology Resource use, is the joint responsibility of students, parents and employees of the District.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a user may use a school account or resource to access the District's Technology Resources, including the Internet.

- C. The Technology Resource Use Agreement form must be read and signed by the student user and the parent or guardian. The Technology Resource Use Agreement form must be read and signed by the employee user. The form must then be filed at the school office.

XII. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the District's Technology Resources is at the user's own risk. The system is provided on an "as is, as available" basis. The District will not be responsible for any damage users may suffer, including but not limited to, loss, damage or unavailability of data stored on District diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of cause. The District is not responsible for the accuracy or quality of any advice or information obtained through or stored within its Technology Resources. The District will not be responsible for financial obligations arising through unauthorized use of its Technology Resources.

XIII. USER NOTIFICATION

Once approved by the Board of Education, this policy should be made available to the Exclusive Representative, incorporated in student handbooks, and posted in conspicuous locations throughout the District. Reasonable effort shall be made to provide individual users with a copy of this policy, but employees and students are expected to be familiar with the provisions of this policy through the aforementioned means of dissemination.

XIV. PARENT RESPONSIBILITY; NOTIFICATION OF STUDENT USE

- A. Outside of school, parents bear responsibility for the same guidance of Technology Resource use, such as the Internet, as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media.
- B. Parents have the right at any time to investigate or review the contents of their child's files and e-mails.
- C. Parents are hereby notified that their children will be using the District's Technology Resources to access the Internet and that the District will provide parents the option to request alternative activities not requiring Internet access.

XV. IMPLEMENTATION; POLICY REVIEW

- A. The District's administration may develop appropriate guidelines and procedures necessary to implement this policy for submission to the school board for approval.
- B. The administration shall revise the student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

- C. The District's Technology Resource policy and procedure are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of Technology Resources, the school board shall conduct an annual review of this policy.

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STUDENT INFORMATION TECHNOLOGY USE AGREEMENT

We have read and agree to comply with the terms of the Independent School District 706 Information Technology Use Policy. We understand that if a student-user violates the terms of that policy or the directives of a teacher or administrator, he or she may be subject to discipline, up to and including expulsion, as well as civil or criminal penalties that may be imposed by law. Access to School District information resources may be revoked at any time.

We understand that modern information technologies offer a wealth of resources for learning, but like any tool, may be misused. We agree that the benefits of access outweigh the potential risks and responsibility for appropriate use falls on the individual user. We agree to hold the School District harmless for any misuse of its computer systems or any information that may be accessed through the School District's information technology resources.

We understand that in order to administer its information technology resources, the School District can and will monitor use of those resources without notice prior to users.

Student's Name (Please print):

Parent Signature: _____

Date of Signature: _____

Parent Signature: _____

Date of Signature: _____

Student Signature: _____

Date of Signature: _____

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EMPLOYEE INFORMATION TECHNOLOGY USE AGREEMENT

I hereby acknowledge that I have read the Independent School District No. 706, Virginia, Internet, Computer and Equipment Usage Policy. Any use I make of the School District's information technology resources, including but not limited to computers, E-mail, and Internet access will be in accordance with the terms of this policy as well as any related directives issued to me by my supervisor(s).

I understand that if I violate the terms of the policy or directives related to the use of the School District information technology resources, I may be subject to discipline, up to and including discharge. Any such disciplinary action would be subject to applicable due process procedures.

I understand that the School District can and will monitor use of its information technology resources without notice to users.

I also understand that useful as well as inappropriate material may be accessed through the School District's information technology resources and agree to hold the district harmless for any injury incurred by accessing information that I may find harmful.

User's Printed Name: _____

User's Signature: _____

Date of Signature: _____