

ACCEPTABLE USE POLICY

The Board of Education provides a wide range of technology resources to its students and staff for the purpose of advancing the educational mission of the Bethlehem Central School District.

The Acceptable Use Policy presented in this document provides details regarding the appropriate and inappropriate use of district technology. The procedures do not attempt to articulate all required or proscribed behavior by users. Successful operation of the district technology resources requires all users to conduct themselves in a responsible, decent, ethical, and polite manner while using the district's technology resources.

The Board of Education directs the Superintendent to establish an acceptable use policy for all users of the district's technology resources. This includes, but is not limited to, the following: computers, laptops, tablets, mp3 devices, smart board technology, projectors, Internet, wikis, websites, and any other network systems coordinated and provided for through the District. All users of the district's technology resources must indicate their acceptance of the policy guidelines before access to the resources can be allowed.

This policy will be evaluated by the Board of Education based on recommendations and suggestions from the school administration and the greater school community.

Cross References:

References:

Adoption Date: September 21, 2011

ACCEPTABLE USE POLICY REGULATION

As students prepare to enter a rapidly changing world where technology forms the infrastructure of communications, commerce and learning, the Board of Education believes that guiding students to be responsible, critical consumers and producers of information is essential to their success. The following policy outlines acceptable uses of the technology resources available through the district. All uses of the district's network shall be subject to this policy.

Definitions:

1. The term District Network means the district's information and telecommunications systems (including, but not limited to, all computer hardware and peripherals, software applications, networks, Internet access, Intranet access, email accounts, online databases, web pages, network storage, news groups, bulletin boards, telephones, voicemail, District-issued or owned cellular phones, PDA/ Smart phone devices/tablets/netbooks and any other information system, communication system or communication service known or hereafter developed).
2. The term Educational Purposes includes use of the District Network for academic or classroom activities, educational research and other learning opportunities consistent with the educational mission of the District.

Disclaimer of Liability: The district makes no warranties of any kind, neither expressed nor implied, in connection with a user's provision of access to and use of the District Network and the Internet. The use of the District Network and Internet is at the user's own risk. The district is not liable for any claims, losses, damages, suits, expenses or costs of any kind incurred, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the use of the District Network or the Internet.

Acceptable Use of Technological Resources: Acceptable use is defined as applying technology as an educational tool. Internet access and access to the District Network is provided by the district to foster learning experiences that are part of approved curriculum and/or approved extracurricular activities. Uses of the Internet, the District Network or other district technology resources for any other purposes are prohibited, unless approved in writing by the administration. Access is a privilege, not a right. Access entails responsibility.

Social Media Websites: Upon prior approval, social media may be used for educational purposes. "Social media" is defined as Internet-based media, including, but not limited to, wikis, podcasts, RSS feeds, blogs, podcasts, sites using digital images and video, Twitter, Facebook, YouTube and other social media websites. A student's use of social media must be preapproved by the Director of Information Systems and Technology, or

his/her designees, in consultation with the building principal and follow the guidelines set forth in this Policy and any social media policy, administrative regulation or guidelines established by the district. Any student found to be using social media inappropriately may face disciplinary action as outlined in this Policy and the Code of Conduct (#5300).

No Expectation of Privacy: All messages, communication and information created, sent or retrieved on the District Network are the property of the District. Electronic mail messages, voicemail messages, use of the District Network and other use of district technology resources, including Internet access, should not be considered private or confidential. The Superintendent, or his/her designee (s), may monitor, inspect, copy, review, access or store, at any time and without prior notice, any and all files, information and communications transmitted or received in connection with the individual's usage of the District Network. The district will cooperate with local, state or federal authorities in any investigations resulting from alleged inappropriate or illegal activity on or related to the District Network.

Personal Devices: Upon obtaining prior written permission, students may use personal devices to access the District Network. These devices include, but are not limited to, laptop computers, smart phones, tablet computers, iPads, netbooks, and mp3 players. In order to use a personal device on the District Network, a student must have it pre-registered with the District Technology Office and follow the instructions issued by the Technology Office. All activities conducted on the District Network using a personal device, including messages, e-mails, communications, information and Internet access, are subject to monitoring, inspection, copying, review, access and storing by the district. There is no expectation of privacy, regardless of whether a personal or district-issued device is used to access the District Network. The district will not be liable for any damages, expenses or costs associated with the student's use of the personal device to access the District Network or in the event a student's personal device is lost, damaged or stolen.

Internet Filtering: In order to comply with the requirements as outlined by the Children's Internet Protection Act, the district uses an Internet filtering software, among other measures, to protect against access to materials that are obscene, child pornography or harmful to minors. Internet filtering software or other technology-based protection measures may be disabled by the Director of Information Systems and Technology, and his/her designee (s) (in consultation with the building principal), as necessary, for the purposes of *bona fide* research or other educational purposes.

No Internet filter blocks all inappropriate material. All users and their parents/guardians are advised that access to the District Network may include the potential for access to materials inappropriate for school-aged students. The use of the District Network and Internet is at the user's own risk and every user is responsible for his or her use of the District Network, including the Internet. The district is not responsible for the accuracy of the information from the Internet accessed through the District Network. Parents and guardians of students bear

responsibility for setting and conveying the appropriate standards that their children should follow when using media and information sources in and out of school.

Personal Safety & Confidentiality of Student Information: In using the District Network and Internet, users are cautioned not to reveal personal information about themselves or others such as home addresses, telephone numbers, social security numbers and credit card numbers. Students should not use their last name or disclose other information that may allow someone to locate the student, without first obtaining the permission of a supervising teacher. Students should not arrange face-to-face meetings with a person contacted on the District Network or Internet, without parent or guardian permission. Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 years or older, the student himself/herself.

Prohibited Conduct: The District reserves the right to limit and/or terminate Internet access, District Network access or other technology use privileges in the event it determines that a user has violated any district policy or regulation or any state or federal law. The following have been deemed inappropriate uses of technology by the district:

1. Cyberbullying: The Albany County Legislature defines cyberbullying as

“Engaging in a course of conduct or repeatedly committing acts of abusive behavior over a period of time by communicating or causing a communication to be sent by mechanical or electronic means, posting statements on the internet or through a computer network. Acts of abusive behavior shall include, but not be limited to, taunting; threatening; intimidating; insulting; tormenting; humiliating; disseminating embarrassing or sexually explicit photographs; disseminating private, personal false or sexual information; or sending hate mail.” Citation

If it is determined that students used or accessed the District Network, including Internet access, to engage in cyberbullying, the user will be subject to discipline consistent with the Code of Student Conduct(#5300). It should also be noted that “cyberbullying” is a misdemeanor punishable by a \$1,000 fine and/or up to one year in jail.

2. Accessing, uploading, downloading or distributing pornographic, obscene or sexually explicit material.
3. Using the District Network for illegal activity, including copyright infringement, or for uses that violate the district’s Code of Conduct or other policies.
4. Vandalizing the account or data of another user.
5. Gaining unauthorized access to another account, confidential records or District Network operations, including using another person’s account name with or without permission.

6. Sharing personal user ID or password.
7. Using any method or means to bypass the Internet filtering system.
8. Disrupting or damaging equipment, software or the operations of the District Network, including creating or installing a computer virus or other damaging program.
9. Using district technology for personal or financial gain.
10. Installing or using personal software on an individual computer or the District Network.
11. Downloading software without permission.
12. E-mail broadcasting or “spamming.”
13. Misrepresenting yourself by using a false/fictitious identity in any electronic communication.
14. Posting any material or information that may result in a disruption of normal school operations, including transmitting offensive or harassing messages.

Education: In accordance with applicable law, including the Protecting Children in the 21st Century Act, the District 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.

Violations: Any violations of this Policy will be referred to the District administration and violations may subject students to disciplinary action, as set forth in the Code of Student Conduct(#5300). If applicable, violations of this policy may be referred to law enforcement. Students may also face a loss of Internet access, District Network access or other technology use privileges. In addition, the district may pursue legal action against a student (and his or her parents or guardians), who willfully, maliciously or unlawfully damages, destroys or misuses the District Network or other property of the district.

Opt-Out Policy: The District provides opt-out forms on the District website with respect to use of the District Network. These forms will serve as written notification of a parent or guardian’s wish to withhold Internet access or other technology privileges for their student(s) and can be completed at any time during the school year. Privileges to access the District Network and Internet may only be restored through written notification from a parent or guardian.

ACCEPTABLE USE POLICY

Student's name

AGREEMENT BY PARENT OR GUARDIAN

To be read and signed by parents or guardians of students who are under 18:

As the parent or legal guardian of the above student, I have read, understand and agree that my child shall comply with the terms of the District's Acceptable Use Policy. I understand that access to the District Network and Internet is being provided to students for educational purposes only. I hereby give permission for my child to access and use the District's Network and the Internet.

I understand that all messages, communication and information created, sent or retrieved on the District Network are the property of the District and should not be considered private or confidential. I understand that the District may monitor, inspect, copy, review, access or store, at any time and without prior notice, any and all files, information and communications transmitted or received in connections with my child's access and usage of the District Network, and I hereby consent to such actions by the District.

I understand and agree that the District makes no warranties of any kind, neither expressed nor implied, in connection with my child's access and use of the District Network and the Internet. I also understand and agree that use of the District Network and Internet is at the user's own risk and that the District is not liable for any claims, losses, damages, suits, expenses or costs of any kind incurred, directly or indirectly, arising out of my child's access and use of the District Network or the Internet. I further understand and agree that the District is not be liable for any damages, expenses or costs associated with the use of my child's personal device to access the District Network or in the event my child's personal device is lost, damaged or stolen.

I hereby agree to indemnify and hold harmless the District against all claims, losses, damages, suits, expenses or costs of any kind that may result from my child's access and use of the District's Network and Internet or violation of the District's Acceptable Use Policy.

Parent or Guardian signature

Date

Parent or Guardian name (PRINT CLEARLY)

STUDENT'S AGREEMENT 4526.E2

To be signed by every student under 18:

I understand and agree to follow the District's Acceptable Use Policy. I also understand that if I violate this Policy my access to the District's Network and the Internet may be revoked and disciplinary action may be taken against me.

Consolidate with the parents form above

Student signature

Date _____

Student's name

Student signature

Date

Staff name

AGREEMENT BY STAFF

I have read, understand and agree that I will comply with the terms of the District's Acceptable Use Policy. I understand that access to the District Network and Internet is being provided to staff for educational purposes only. I also understand that if I violate the District's Acceptable Use Policy my access to the District's Network and the Internet may be revoked and disciplinary action may be taken against me.

I understand that all messages, communication and information created, sent or retrieved on the District Network are the property of the District and should not be considered private or confidential. I understand that the District may monitor, inspect, copy, review, access or store, at any time and without prior notice, any and all files, information and communications transmitted or received in connections with my access and usage of the District Network, and I hereby consent to such actions by the District.

I understand and agree that the District makes no warranties of any kind, neither expressed nor implied, in connection with my access and use of the District Network and the Internet. I also understand and agree that use of the District Network and Internet is at the user's own risk and that the District is not liable for any claims, losses, damages, suits, expenses or costs of any kind incurred, directly or indirectly, arising out of my access and use of the District Network or the Internet. I further understand and agree that the District is not be liable for any damages, expenses or costs associated with the use of my personal device to access the District Network or in the event my personal device is lost, damaged or stolen.

I hereby agree to indemnify and hold harmless the District against all claims, losses, damages, suits, expenses or costs of any kind that may result from my access and use of the District's Network and Internet or violation of the District's Acceptable Use Policy.

Staff signature

Date

