

## Instruction

### Access to Electronic Networks

Electronic networks, including the Internet, are a part of the Butler School District 53 instructional program and serve to promote educational excellence by facilitating resource sharing, collaboration, innovation, and communication. The Superintendent shall develop an implementation plan for this policy and appoint System administrator(s).

Butler School District 53 is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, Butler School District 53 will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

### Curriculum and Appropriate Online Behavior

The use of the Butler School District 53 electronic networks shall: (1) be consistent with the curriculum adopted by Butler School District 53 as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social media, and (2) cyber-bullying awareness and response. Staff members will use the Internet throughout the curriculum consistent with the Superintendent's implementation plan.

The Butler School District 53 electronic network is part of the curriculum and is not a public forum for general use.

### Authorization for Technology Access

Each Butler School District 53 students' parent/guardian must read and agree with this AUP as provided during registration, as a condition for using the Butler School District 53 technology System. Please read this document carefully before acknowledging this agreement.

Butler School District 53 students have no expectation of privacy in their use of the System. Butler School District 53 has the right to access, review, copy, delete, or disclose, as allowed by law, any message sent, received, or stored on the Butler School District 53 electronic mail System. Butler School District 53 has the right to and does monitor use of the System by students, including access to the Internet, as part of System maintenance to determine whether the use is consistent with federal and state laws and Butler School District 53 policies and guidelines.

### Rights and Responsibilities

All use of technology shall be consistent with the Butler School District 53 goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This AUP does not attempt to state all proscribed behavior by users. However, some specific examples are provided. The failure of any user to follow the terms of the AUP may result in the loss of privileges, disciplinary action, and/or appropriate legal action. Butler School District 53 reserves the right to take such action(s) in response to an individual's misuse of technology which occurs outside of or away from school, as for example on a home computer, a Butler School District 53 owned device utilized at home, or personal website, if there is a nexus between that misuse and the School. All users are responsible for knowing the terms of this AUP and any updates of this AUP, as posted on the Butler School District 53 website.

### Usage Guidelines

## 1. Acceptable Use

Access to Butler School District 53 technology must be for the purpose of education or research, and be consistent with the educational objectives of Butler School District 53. All use of Butler School District 53 electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students have no expectation of privacy in any material that is stored, transmitted, or received via the Butler School District 53 electronic networks. The Butler School District 53 AUP contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

## 2. Privileges

The use of Butler School District 53 technology is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges and/or discipline up to and including expulsion in the case of students. The Superintendent or Superintendent's designee will consult with necessary parties in determining whether a user has violated this AUP, and may deny, revoke, or suspend access at any time.

## 3. Unacceptable Use

The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

- a. Knowingly using the network for any illegal activity, including violation of copyright laws, or transmitting any material in violation of any U.S. or State regulation;
- b. Disrupt the educational process or cause disruption of the System
- c. Unauthorized downloading of software;
- d. Downloading copyrighted material for other than personal use;
- e. Using the network for private financial or commercial gain;
- f. Wastefully using resources;
- g. Hacking or gaining unauthorized access to files, resources or entities;
- h. Intentionally invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of personal information about anyone;
- i. Using another user's account or password without written authorization from that individual, approved by the technology System administrator;
- j. Posting material created by another without his/her consent;
- k. Posting anonymous messages;
- l. Using the network for commercial or private advertising;
- m. Intentionally accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material;
- n. Using the network while the user's access privileges are suspended or revoked; and
- o. Using encrypted communication without prior approval from the Superintendent or Superintendent's designee.
- p. Conceal identity, forge or improperly alter electronic messages, use an account owned by another user, or disclose the user's individual password or that of another user.
- q. Bypassing the Butler School District 53 network and firewall systems when using a Butler School District 53 owned device at school or home

## 4. Software Use

- a. Butler School District 53 licenses the use of copies of computer software from various publishers and distributors. Butler School District 53 does not own the copyright to this software or its related documentation and, unless authorized by the software publisher to do so, does not have the right to reproduce it for use on more than one computer.
- b. Butler School District 53 is committed to providing all users with information about intellectual property and copyright law and the policies for requisition, use, and auditing.
- c. With regard to use on local area networks (LANs) or on multiple machines, Butler School District 53 users will use the software only in accordance with the license agreement.
- d. Butler School District 53 users who learn of any misuse of software or related documentation within Butler School District 53 will notify the Principal or Superintendent.
- e. Butler School District 53 users who make, acquire, or use unauthorized copies of software will be subject to appropriate discipline consistent with due process requirements, and applicable policy and contract obligations. Such due process may include termination and payment of any copyright infringement liability.

#### 5. Hardware

All computer hardware and peripherals used in Butler School District 53 for any purpose must be purchased or leased by Butler School District 53 or its designee. Equipment purchased without administrative authorization will not be supported, will not be asset tagged. **Students' parent/guardian are responsible for damage, destruction or loss to their assigned devices or any device that has been allocated for use for the student, whether intentional or accidental, and whether the damage occurs on or off school grounds.** Student must notify school authorities of loss or damage of any school-assigned device or the school-assigned technology peripherals within 24 hours of the incident,

#### 6. Network Etiquette

Users are expected to abide by the generally accepted rules of network etiquette, including but not limited to the following:

- a. Be polite.
- b. Use appropriate language. Do not swear, or use vulgarities or any other abusive or inappropriate language.
- c. Do not reveal personal information, students or employees, such as their addresses or telephone numbers.
- d. Do not use the network in any way that would disrupt its use by other users.
- e. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyber-bullying awareness and response.

#### 7. No Warranties

Butler School District 53 makes no warranties of any kind, whether expressed or implied, for the technology service it is providing. Butler School District 53 will not be responsible for any damages incurred by a user including loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. Butler School District 53 denies any responsibility for any information, including its accuracy or quality, obtained or transmitted through use of the Internet. Further, Butler School District 53 denies responsibility for any information that may be lost, damaged, altered, or unavailable when using the Internet.

#### 8. Indemnification

The user agrees to indemnify Butler School District 53 for any losses, costs, or damages, including reasonable attorney fees, incurred by the Butler School District 53 relating to, or arising out of, any breach of this AUP including such incurred through copyright violation.

#### 9. Security

Network security is a high priority. If you identify a security problem on the network, you must notify a representative of the Technology Department. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Unauthorized attempts to log on to the network as a System administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

#### 10. Use of Electronic Mail

- a. The Butler School District 53 electronic mail (e-mail) System, and its constituent software, hardware, and data files, are owned and controlled by the Butler School District 53. Butler School District 53 provides e-mail to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.
- b. Electronic mail is not private and is archived. E-mail System managers have access to all users' accounts and may monitor and review their contents including (without limitation) any downloaded materials, at any time. Messages relating to or in support of illegal activities may be reported to the authorities. Butler School District 53 reserves the right to access and disclose the contents of any account on its System, without prior notice or permission from the account's user. Unauthorized access by any student or employee to an electronic mail account is strictly prohibited.
- c. Users should use the same degree of care in drafting an electronic mail message as they would use in preparing any other written memorandum or document, and should not send in an e-mail any content that would be inappropriate or nonprofessional in a letter or memorandum.
- d. Electronic messages transmitted via Butler School District 53 Internet gateway carry with them a registered domain name identifying the message with the Butler School District 53 and potentially reflecting on its name and reputation. Users will be held personally responsible for the content of any and all electronic mail messages they transmit to internal and external recipients.
- e. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the Principal or Superintendent. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- f. Use of the Butler School District 53 electronic mail System constitutes consent to these regulations.

#### 11. Internet Safety

- a. Each Butler School District 53 owned computer is subject a device that monitors all Internet activity of all users. Technology protection measures shall be used on each Butler School District 53 computer with Internet access.
- b. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or Superintendent's designee. This monitoring and filtering System shall be included on any device taken home by the student.

- c. The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, with prior permission from the Superintendent or designee.
- d. The Superintendent or designee shall include measures in this policy's implementation plan to address the following:
  - 1. Ensure staff supervision of student access to online electronic networks,
  - 2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
  - 3. Ensure student and staff privacy, safety, and security when using electronic communications,
  - 4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
  - 5. Restrict unauthorized disclosure use, and dissemination of personal identification information, such as, names and addresses.
  - 6. Ensure Butler School District 53 filtering safeguards are included on devices used at home.

## 12. Vandalism

Vandalism will result in cancellation of privileges, an additional fee to the family, and other disciplinary action up to expulsion in the case of students or suspension or dismissal in the case of staff consistent with applicable policy and contract obligations. Vandalism may also be reported to law enforcement authorities, vandalism is defined as any malicious attempt to harm or destroy technology or data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses, or damage to hardware. Student must notify school authorities of loss or damage of any school-assigned device or the school-assigned technology peripherals within 24 hours of the incident,

## 13. Charges

Butler School District 53 assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or on line costs. Any and all such unauthorized charges or fees shall be the responsibility of the user.

## 14. Copyright Web Publishing Rules

Copyright law and Butler School District 53 policy prohibit the republishing of text or graphics found on the Web or on Butler School District 53 Web sites or file servers without explicit written permission.

- a. Each re-publication (on a Web site or a file server) of an externally prepared graphic or a text file must include a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
- b. The absence of a copyright notice does not signify permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Web site displaying the material may not be considered a source of permission. Permission must be in written (not electronic or verbal) form.

## 15. Social Media

Students will only use social media sites or apps as directed by teachers and or principal and in strict accordance with the guidelines designated by the teacher, principal or the superintendent.

## 16. Websites

Unless otherwise allowed by law, Butler School District 53 websites shall not display photographs or work of students without the written parental permission or via the online registration permission. Any website created by employee using the System must be part of a Butler School District 53 sponsored activity, or otherwise be authorized by the appropriate Butler School District 53

administrator. All contents of a web site created by an employee using the System must conform to this AUP 7250

#### 17. Use of Non-Butler School District 53 Owned Technology

It is prohibited to use camera cellular phones, personal digital assistants or any electronic or photographic device to take, transmit or record pictures or other images in all restrooms, locker rooms or other locations where students and employees have a reasonable expectation of privacy. Taking or transmitting digital images during testing is also prohibited. Students caught improperly using any telecommunication or unapproved electronic device to take or transmit digital images will face cancellation of those privileges and/or disciplinary and/or appropriate legal action.

#### 18. Google Apps for Education Agreement

District SD 53 uses Google Apps for Education, a learning and teaching environment, from elementary school through high school. Advertising is turned off for SD 53's presence in Google. **Google Apps does not collect or use personal student information for commercial purposes.** Student information stored in Google's environment (first name, last name, student ID number, school, and graduation year) is used to create a Google account. Student education records (projects, documents, email, files, username and password) are stored by Google for District SD 53's use and for education purposes only. Google does not sell students' Google Apps for Education data to third parties, and Google does not share personal information placed in their systems with third parties. The information may be accessible to persons acting on behalf of Google or the District, but this does not include any student demographic or grade information stored in the District's PowerSchool Student Information system. Further information about District SD 53's use of Google Apps for Education, including the Google Apps for Education.

District SD 53's agreement with Google provides students and staff with access to Google applications and cloud storage. While Google hosts these services off-site, District SD 53 maintains control over managing users, groups, and settings, much like other locally hosted systems. This means that District SD 53 can grant or remove user access and control other settings to ensure a safe and secure environment for students and teachers.

#### Google's Policies on Student Privacy, Safety, and No Advertisements

Google Apps for Education

[https://www.google.com/apps/intl/en/terms/education\\_terms.html](https://www.google.com/apps/intl/en/terms/education_terms.html) Google has declared its commitment to protecting the privacy and security of all users, including students. Google states that it does not sell students' Google Apps for Education data to third parties and they do not share personal information placed in their systems with third parties. Google does not display ads in Google Apps for Education services.

#### Information on Google Student Privacy

<http://www.google.com/edu/trust/>

Information on the Student Privacy Pledge signed by Google and over 200 other companies:

<https://studentprivacypledge.org/>

#### 19. Services That Collect Personal Information

Some online services' terms of use require users to provide certain personal identifying information to the service in order for students to use them. A federal law, the Children's Online Privacy Protection Act (COPPA), also requires that children under 13 years of age must have verifiable parental consent to use certain online services that collect personal information. COPPA allows a school to gather consent from parents on behalf of its students, however, for services for the use and benefit of the

school, and for no other commercial purpose, as long as the service complies with all other requirements of COPPA.

Some online services expected to be used with students in District SD 53 for the coming school year may require parent permission. District SD 53 has vetted these vendors and their terms of service and understands that, to the extent they collect personal information for users under the age of 13, that information will only be used for the use and benefit of the school, and for no other commercial purpose, and that all other requirements of COPPA have been met.

#### Users of technology will:

- Use or access Butler School District 53 technology for educational purposes.
- Comply with copyright laws and software licensing agreements.
- Understand that email and network files are not private. Network administrators and other designated school officials have access to all email messages and may review files and communications to monitor responsible use.
- Be responsible at all times for the proper use of technology including proper use of access privileges, complying with all required system security identification codes, and not sharing any codes or passwords.
- Maintain the integrity of technological resources from potentially damaging messages, physical abuse, or viruses.

#### Users of technology will NOT:

- Access, submit, post, publish, display or create any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially/religiously offensive, harassing, illegal or other material unsuitable in the educational setting or unrelated to the Butler School District 53's educational program.
- Interfere with or disrupt Network use by others users; create and/or propagate unsolicited advertising, political lobbying, chain letters, pyramid schemes, computer worms, viruses, or other acts of vandalism. Vandalism includes any attempt to harm or destroy data of another user, the internet, the Butler School District 53's Network or any other network.
- Use another user's account or password.
- Distribute user passwords, copyrighted or plagiarized material or material protected as a trade secret.
- Misrepresent themselves or others by participating in covert or hidden meaning activities.
- Trespass in others' folders, work, or files, or gain unauthorized access to resources or entities.
- Post personal contact or other private information about oneself, a student or staff member, or otherwise invade the privacy of individuals or violating the Illinois School Student Record Act or Federal right to Privacy Education Act.
- Use Butler School District 53 technology for non-school purposes.
- Forge or anonymously transmit email or other electronic materials.
- Use the Network while access privileges are suspended or revoked.

#### Disciplinary Actions

Violations of this policy, or any administrative regulations and/or guidelines governing the use of technology, will result in disciplinary action which could include loss of network access, loss of technology use, suspension, expulsion, or other appropriate legal or disciplinary action.

#### Student Expectations

I have read, understand and will follow the Butler School District 53 Digital Technology Acceptable Use Agreement. If I break the Agreement or any subsequent rules stated verbally or in written format from the

school, the consequences could include suspension of privileges and/or disciplinary action. I also understand the school network and e-mail accounts are owned by the Butler School District 53 and that Butler School District 53 has the right to access any of the information used through the mediums provided through Butler School District 53 at any time.

#### Parent Expectations

As the parent or guardian of this student, I/We have read this Agreement. I/We understand that technology is provided for educational purposes in keeping with the academic goals of the Butler School District 53 and that student use for any other purpose is inappropriate. Butler School District 53 uses an Internet filtering system, which restricts access to controversial materials. Despite this robust filtering system, it is remotely possible for a student to gain access to controversial content. In such a case, I/We will not hold the Butler School District 53 responsible for materials acquired on Butler School District 53 network. I/We understand that students' Internet activities at home should be supervised as they can impact the academic environment at school.

I/We understand and will support my student in adhering to this agreement. I/We also understand the school network and email accounts are owned by the Butler School District 53 and that Butler School District 53 has the right to access any of the information used through the mediums provided through the school at any time.

I/We further understand that should your student commit any violation, Butler School District 53 may revoke access privileges and take disciplinary action including suspension, consistent with applicable policy and contract obligations, and/or appropriate legal action. In consideration of being afforded the privilege of access to Butler School District 53 technology System, we hereby release Butler School District 53 and its Board members, employees, and agents from any claims and damages arising from my use, or inability to use the Internet.

By agreeing to this form the student and the parent/guardian accept the following conditions:

1. We understand that we are accepting responsibility for any damage, destruction, or loss of the assigned device.
2. We will not modify the device, change the configuration of the equipment in any way, disassemble any part of the device or attempt any repairs. The applications on the device are the licensed property of Butler School District 53.
3. The purpose of the device is for educational use by the student who is granted access.
4. We understand that Internet use is designed for educational purposes. However, we recognize that it is impossible for Butler School District 53 to restrict access to all controversial materials, and we will not hold Butler School District 53 responsible for materials acquired on the network. Further, we accept full responsibility for supervision of my student's (students') use of the Internet outside of the school. I hereby give permission to Butler School District 53 to allow my student's (students') Internet privileges and/or issue an account for my student.
5. We understand that the school may use software vendors that collect personal information for users under the age of 13 and that information will only be used for the use and benefit of the school.
6. We understand that a violation of the terms and conditions set out in Butler School District 53 AUP will result in the restriction and/or termination of the student's use of technology.

ADOPTED:            May 13, 2019