

North Attleborough School District Staff Technology Use Policy and Agreement

File: IJNDBA

INTRODUCTION

The purpose of this Policy and Agreement 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 North Attleborough School District (NASD). This Policy shall apply to all NASD employees, officers, volunteers, agents or other representatives, hereinafter referred to as “Users,” who utilize NASD technology. All Users are required to sign this Agreement confirming that he or she has read and understands this Policy, and agrees to abide by this Policy.

Unless otherwise specified herein, the NASD shall act through the Superintendent of Schools, serving in his official capacity, or his designee.

NASD may make changes in this Policy and Agreement at any time, with or without prior notice to users. Users may be required to review and sign an amended Policy and Agreement at any time, at the sole discretion of NASD. Additionally, this Policy and Agreement shall be accessible at all times on the NASD 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 the Policy and to comply with the Policy as updated at all times.

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.

I. PRIVACY OF COMMUNICATIONS

The NASD can and does monitor all staff computer use. All messages, data and information created, sent, or retrieved over NASD technology are the property of the NASD. The NASD 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 NASD technology. No user shall have any expectation of privacy regarding such materials. As public material, all information maintained on NASD 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 the NASD’s technology may be kept separate from the user’s computer, and is property of the NASD.

II. PERSONAL RESPONSIBILITY

By signing this contract, the user agrees to follow all rules outlined in the Policy. NASD provides users with access to NASD’s technology to help them perform their job responsibilities. NASD may, acting in its sole discretion, limit or deny that privilege to any user at any time. Each User shall be personally responsible, both legally and financially, for his/her use of NASD technology, and shall use NASD technology only in conformance with this Policy.

III. ACCEPTABLE USES

A. Educational/Administrative Uses

NASD 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 NASD’s educational mission.

B. Permitted Non-School Business Use

Before or after school hours, or at other times as permitted by the NASD, users may utilize NASD technology for non-school business, including research, browsing, or for the sending and receiving of non-school business e-mail. Users shall not utilize NASD technology for non-school business purposes at times when the User is in visual or auditory contact with students.

IV. SOCIAL NETWORKING WEBSITES & CELL PHONE USE

- A. The NASD does not allow employees to improperly fraternize with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
- B. Employees may not list current students as “friends” on networking sites, “follow” students on sites like Twitter or have inappropriate contact with students via social websites, email or phone.
- C. All contact with students should be through the NASD email, Connect Ed school web site and telephone system.
- D. All written forms of electronic communication by employees (teachers, coaches and staff) to students engaged in extracurricular activities should be sent to all similarly engaged students or team members, except for messages concerning medical or academic privacy matters, in which case messages will be copied to the school principal, department head, or athletic director.
- E. Employees will not give out their private cell phone, home phone or email. Any use of private cell phones for extracurricular activities require prior approval from the principal.
- F. Employees will not post or send items with sexual content or images exhibiting or advocating the use of drugs or alcohol.

V. WORKPLACE MONITORING

- A. The NASD may conduct workplace monitoring to help ensure quality control, employee safety, and security.
- B. All computer equipment, services, or technology that we furnish are the property of the NASD. We reserve the right to monitor computer activities and data that are stored in our computers systems. We also reserve the right to find and read any data that you write, send, or receive by computer.

VI. UNACCEPTABLE USES

- A. Using the Internet in a manner that would violate any federal, state, or local statute, regulation, rule or policy.
- B. Using threatening, defamatory, discriminatory, or harassing language or language that constitutes a criminal offense, or that is detrimental to or in opposition to the NASD’s educational mission in any e-mail message or other Internet communication.
- C. Displaying or downloading any kind of sexually explicit offensive image or document. In addition, sexually offensive material may not be archived, stored, distributed, edited, or recorded using NASD’s network or computing resources.
- D. Knowingly engaging in any activity that could result in damage to NASD technology.
- E. Sharing passwords or assigned accounts, without the express authorization of the NASD.
- F. Engaging in activities designed to, or that might reasonably be foreseen to, expose NASD technology or other computers to computer viruses, other harmful software, or other injury or damage.

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Amended: March 12, 2012

- G. E-mailing or instant messaging students who are unrelated to the User for non-school business- related reasons. School business use of instant messaging software or chat rooms for communication with students should only be done with the authorization of the NASD.
- H. Downloading, using or distributing pirated software or data and downloading, using or distributing any software that is not authorized by the NASD.
- I. 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.
- J. Providing private and/or confidential information about any individual other than the User, or the User's immediate family, over NASD technology for non-school business use.
- K. Using NASD technology to transmit or display material confidential to NASD to uninvolved parties without the authorization of the NASD. This includes material posted in chat rooms, newsgroups, blogs, or other public forums.
- L. Downloading entertainment software or games, except where the User obtains the prior written authorization of the NASD.
- 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 the unauthorized use of NASD distribution lists for e-mails. This includes creating or forwarding chain letters or pyramid schemes of any type.
- Q. Any other use deemed unacceptable by NASD.

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 NASD to be inappropriate to the educational mission of the NASD.

The term "harmful to minors" is defined by federal statute (47 USC Section 254 [h] [7] [G]), as meaning any picture, image, graphic image file, or other visual depiction that

- (i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

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VIII. FAILURE TO FOLLOW POLICY

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

- A. Restricted technology access.
- B. Loss of technology access.
- C. Disciplinary action against the User, including, without limitation, 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

NASD 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 Policy. NASD 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 NASD's technology.

By signing this Policy and Agreement, the User takes full responsibility and agrees to hold harmless and indemnify the NASD, its Internet Service Provider (ISP), the town of North Attleborough, and all of the NASD's, its ISP's officers, and the town's employees, 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 the NASD's 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 NASD in the event of NASD's initiating or involvement in an investigation of any User's access the NASD's technology, whether that use is on a NASD computer or on another computer outside NASD's network.

X. LIABILITY

NASD 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. NASD shall not be responsible for ensuring the accuracy, safety, harmlessness, or usability of any information found on the Internet. NASD 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 NASD's technology.

XI. PUBLISHING ON THE INTERNET

All publications of school, grade, department, group, or project pages that are displayed on any of the NASD's technology shall be created in conformance with this Policy and within any additional guidelines established by the NASD.

NASD's Website

The purposes of any NASD website are to encourage and enhance teaching and learning and to provide Users and electronic visitors with accurate and timely information about NASD.

1. All web pages will be official publications of the NASD.
2. The NASD will administer all NASD website development and content.

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3. NASD webmasters will operate and maintain all NASD websites.

Publishing Guidelines

NASD has established guidelines for publishing on the NASD websites, which include the following:

1. NASD's web pages must have common elements of consistent form and quality content. The format must be tested and the content must be in conformance with this policy.
2. Members of the school community are encouraged to have input into the website, but the NASD oversees all content.
3. Individual teachers will review their students' material before publication for quality and completeness. All work must follow copyright laws.
4. The NASD reserves the right to review all publications displayed on any NASD website, and to modify the content of any and all such publications. All such publications remain the exclusive property of the NASD.

Safety Procedures for Publishing on the Internet

1. Photographic images of students may be published on a NASD web page unless the student's parent/guardian, or, if the student is eighteen or older, the student has notified the building principal or his/her designee in writing that the student's image may not be used.
2. Team/club photos are acceptable only for middle or high school web pages.
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.

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I hereby state that I have read and understood and agree to abide by the terms of this policy.

User Name (please print)

User Signature

Date _____