

# Leslie County Acceptable Use Policy

## Staff and Student

Board Approved: August 20, 2019



# Acceptable Use of Technology—Student Policy

## Section 1: Purpose of Technology Use

The Leslie County School District provides technology resources to its students solely for educational purposes. Through technology, the District provides access for students and staff to resources from around the world. Expanding technologies take students and staff beyond the confines of the classroom, and provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal in providing these resources is to promote educational excellence in the District by facilitating resource sharing, innovation, and communication with the support and supervision of parents, teachers, and support staff.

## Section 2: The Opportunities and Risks of Technology Use

In accordance with the Children’s Internet Protection Act, the District installs and operates filtering software to limit users’ Internet access to materials that are obscene, pornographic, harmful to children, or otherwise inappropriate, or disruptive to the educational process, notwithstanding that such software may in certain cases block access to other materials as well. At the same time, the District cannot guarantee that filtering software will in all instances successfully block access to materials deemed harmful, indecent, offensive, pornographic, or otherwise inappropriate. The use of filtering software does not negate or otherwise affect the obligations of users to abide by the terms of this policy and to refrain from accessing such inappropriate materials.

No technology is guaranteed to be error-free or totally dependable, nor is it safe when used irresponsibly. Among other matters, the District is not liable or responsible for:

- Any information that may be lost, damaged, or unavailable due to technical, or other, difficulties;
- The accuracy or suitability of any information that is retrieved through technology;
- Breaches of confidentiality;
- Defamatory material; or
- The consequences that may come from failure to follow District policy and procedures governing the use of technology.

The Board of Education believes that the educational value of limited access to the information, interaction, and research capabilities that technology offers outweighs the possibility that users may obtain or encounter material that is not consistent with the educational goals of the District.

## Section 3: Privileges and Responsibilities

Students may access technology for only educational purposes. The actions of student’s accessing networks through the District reflect on the District; therefore, student users must conduct themselves accordingly by exercising good judgment and complying with this policy and any accompanying administrative regulations and guidelines. Students are responsible for their behavior and communications using the Districts computers and networks.

Student users of technology shall

- Use or access District technology only for educational purposes
- Comply with copyright laws and software licensing agreements
- Understand that email and network files are not private. Network administrators may review files and communications to maintain system integrity and monitor responsible student use.
- Respect the privacy rights of others.

- 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.
- Abide by the policies and procedures of networks and systems linked by technology.

Students may not use District technology including property issued under the 1:1 program or BYOD devices on school networks or property for improper uses. These uses include, but are not limited to:

- Any and all illegal purposes;
- Any and all obscene or pornographic purposes, including, but not limited to, retrieving or viewing sexually explicit material;
- Any and all discriminatory purposes, including harassment and bullying of individuals based on race, gender, religion, sexual orientation, or disability, among others;
- Any and all purposes that would violate state, federal or international law.
- Any use of profanity, obscenity, or language that is offensive or threatening;
- Reposting or forwarding personal communications without the author's prior consent;
- Reposting or forwarding of junk mail, chain letters, or inappropriate or offensive jokes;
- Destruction, alteration, disfigurement or unauthorized access of hardware, software, or firmware;
- Plagiarizing (claiming another person's writings as your own);
- Disrupting the use of others to any process, program or tool, including downloading or otherwise spreading computer viruses;
- Engaging in hacking of any kind, including, but not limited to, the illegal or unauthorized access;
- Allowing others to use Property issued to them without District authorization, including students whose access privileges have been suspended or revoked;
- Soliciting or distributing information with the intent to incite violence, cause personal harm, damage a person's character, or to harass another individual.
- Use of VPNs or other technologies that attempt to avoid District safeguards and filtering technologies.
- Any and all other purposes that would violate the Leslie County School District Student Code of Conduct.

### **Internet Safety:**

Students must take steps to ensure their safety on the internet, including, but not limited to, the following rules:

- Students should never give out identifying information such as home address, school name, or telephone number to others on the Internet or by email, including in a public message such as chat room or newsgroups. If a person asks for such personal information, students must have approval of their parent or guardian before providing the information.
- Students should not post photographs of themselves in newsgroups or on websites that are available to the public.
- Students should not arrange a face-to-face meeting with someone they "meet" on the Internet or by email without parental/guardian permission. If a meeting is arranged, the meeting must be in a public place and the student's parent/guardian must attend.
- Student Users should not respond to messages that are suggestive, obscene, belligerent, threatening, or make a student user feel uncomfortable. If a student receives such a message, he or she should provide a copy of the message to his or her parent or guardian immediately. If the message requires school action (e.g., bullying) the student's parent should provide a copy to the student's principal.

## **Section 4: Disciplinary Actions**

Violations of this policy, or any administrative regulations and guidelines governing the use of technology, may result in disciplinary action which could include loss of network access, loss of technology use, suspension or expulsion, or other appropriate disciplinary action. Violations of local, state or federal law may subject students to prosecution by appropriate law enforcement authorities.

## **Section 5: No Expectation of Privacy**

The District's electronic network is part of the curriculum and is not a public forum for general use. Users should not expect that email or files stored on District servers will be private. The District reserves the right to log technology use, to monitor fileserver space utilization by users, and to examine users' files and materials as needed, and at its discretion. Users must recognize that there is no assurance of confidentiality with respect to access to transmissions and files by persons outside, or from persons inside the District.

## **Section 6: Access and Use of Email and Microsoft O365**

In accordance with 701 KAR 005:120 stating "...a local school district shall limit electronic mail use to those systems approved by the Kentucky Department of Education as meeting standards for electronic mail systems as provided in the Master Plan for Education Technology, 701 KAR 5:110, for the Kentucky Education Technology System", the District provides Microsoft Office to all students including Outlook email. It is required that students use this district provided system for all school related communications.

**Microsoft Live@EDU:** The Outlook Live e-mail solution is provided to your child by the district as part of the Live@Edu service from Microsoft. By signing this form, you hereby accept and agree that your child's rights to use the Outlook Live e-mail service, and other Live@Edu services as the Kentucky Department of Education may provide over time, are subject to the terms and conditions set forth in district policy/procedure as provided and that the data stored in such Live@Edu services, including the Outlook Live e-mail service, are managed by the district pursuant to policy 08.2323 and accompanying procedures. You also understand that the Windows Live ID provided to your child also can be used to access other electronic services that provide features such as online storage and instant messaging. Use of those Microsoft services is subject to Microsoft's standard consumer terms of use (the Windows Live Service Agreement), and data stored in those systems are managed pursuant to the Windows Live Service Agreement and the Microsoft Online Privacy Statement. Before your child can use those Microsoft services, he/she must accept the Windows Live Service Agreement and, in certain cases, obtain your consent.

## **Section 7: 1:1 Program Agreement**

The District is pleased to offer a 1:1 program, (the "District's Technology") for educational purposes. The District Technology is issued to students for their own personal, school-related uses at school. All District Technology issued under the 1:1 program, including computers, are educational tools and may only be used in that capacity. Any use of the District Technology for other purposes (such as personal purposes) must be minimal only, and failure to comply may lead to termination of rights under the 1:1 program.

### **Title/Ownership:**

District maintains the legal title of any District Technology issued to students. Students are authorized to possess and use the District Technology so long as they comply with the AUP, but they do not have any ownership rights in the District Technology.

**No Warranties:**

The District makes no warranties regarding the District Technology. The District shall not be liable for any damage or loss of or other claims of any and all kinds resulting directly or indirectly from use or inability to use District Technology.

**Costs:**

Manufacturer defects will be covered by the manufacturer's warranty and/or by District. Each student may be required to pay a for damage, theft, or loss based upon the specific circumstances and available warranty. Damage or loss that is the result of a student's failure to exercise reasonable care or willful and wanton conduct in violation of any District policy or procedure governing the use of the computer will not be covered by insurance. If District Technology is damaged, stolen, or lost while signed out to a student and the damage or loss is not covered by insurance or the manufacturer's warranty, the student will have the sole responsibility of paying replacement and repair costs.

If the computer is stolen, the police must be notified within twenty-four (24) hours of the discovery of the theft. A police report must be filed and failure to do so will result in the parent/guardian's complete responsibility for the computer's replacement. If the computer is stolen or lost, the parent/guardian of the student shall notify the Educational Technology department of District that the computer is stolen or lost within twenty-four (24) hours of the discovery of loss or theft.

**District Technology Return:**

When a student withdraws from enrollment at District, or has his or her rights terminated, the student must return any District Technology issued by the educational technology department immediately. In no event shall the student retain the District Technology for more than two school days after the date of such expiration, withdrawal or termination. If a student fails to return the District Technology in a timely fashion, the student and his or her parent or guardian will be subject to paying replacement costs.

**Appeal Process:**

If a student receives consequences for a violation of the district policy or if the parent is required to pay replacement or repair costs, the student's parent or guardian may appeal by requesting an appeal in writing within ten school days of notification of the decision to issue consequences or of notification of payment due. All requests for appeal must be addressed to the Superintendent and should include a full description of the parent or guardian's reasons for disagreeing with the decision. The Superintendent or designee will then review the decision and will respond to the parent within ten school days after receipt of the request for appeal. A meeting may be held by the Superintendent or designee to obtain additional information from the student, the parents and/or guardian and/or District staff, in the Superintendent's discretion. The Superintendent or designee's decision on appeal shall be final.

All Property must be returned to the Leslie County School District Educational Technology department pending the resolution of any appeal. Fees will be assessed pursuant to this policy if not timely returned.

**District Technology Transport and Use:**

Once District Technology is issued to the student, the student and his or her parent or guardian are responsible for the District Technology at all times that the District Technology is signed out to the student. Students and their parents or guardians must take reasonable care to protect and properly use District Technology issued under the program at all times. Among other things, this means:

- The District is not responsible for District Technology, including computers, assigned to a student at any time, including when they are left unsupervised in a classroom, hallway, locker or elsewhere.
- The student is the only authorized user of his/her assigned computer or other District Technology. Students may not share or trade their assigned computers or other District Technology with other individuals, including other students, other than their parents, guardians or school officials.
- Students must bring their computers and other District Technology fully charged and with the power cord to school daily if an allowance is made to take these devices off campus. Repeated failure to bring the computer to class daily may result in discipline or other consequences under District's technology policies
- Computers and other District Technology must not be marked with markers, stickers or other similar materials.
- District applied labels, asset tags and other identifiers may not be removed from computers or other District Technology.
- Computers and other District Technology should not be left in automobiles, as they cannot tolerate extreme heat or cold and may become damaged.

## **Section 8: Auditing**

- Proxy server software shall be implemented and maintained at each District and at every school on a twenty-four (24) hour, seven (7) day a week basis.
- Logs of Internet activity shall be examined periodically to detect access to sexually explicit or other objectionable material.
- Responsibility for log maintenance, examination, security and retention will be the responsibility of the individual District site. All logs will be examined on a regular basis by the school designated staff member and will be retained for at least thirty (30) days. Security for these logs will be limited to those designated by the school for examination.
- Electronic mail shall be monitored periodically to ensure that non-compliant email systems are not being used by teachers, faculty, or staff with school resources.
- Additional rules and restrictions may be applied by an individual school as deemed appropriate by the School Site Based Council.

## **Section 9: Permission/Agreement Form**

An Internet Student User Contract shall be required prior to the student being granted independent access to electronic media involving District technological resources. The required permission/agreement form, which shall specify acceptable uses of on-line behavior, access privileges, and penalties for policy/procedural violation, must be signed by the parent or legal guardian of minor students [those under eighteen (18) years old] and also by the student. This document shall be kept on file as a legal and binding document. In order to modify or rescind the agreement the student's parent/guardian [or the student who is at least eighteen (18) years old] must provide the Superintendent with a written request.

Except in cases involving students who are at least eighteen (18) years of age and have no legal guardian, parents/guardians may request that the school/District:

- Provide access so that the parent may examine the contents of their child(ren)'s email files;
- Terminate their child(ren)'s individual email account and/or Internet access; and
- Provide alternative activities for their child(ren) that do not require Internet access.

Parents/guardians wishing to challenge information accessed via the District's technology resources should refer to Policy 08.2322/Review of Instructional Materials and any related procedures.

# ACCEPTABLE USE OF TECHNOLOGY – PERSONNEL

It is the policy of the Leslie County Board of Education to encourage technology use which facilitates communication and the exchange of ideas and information in pursuit of the District's curricular, instructional, technological, and research goals. The District also supports the use of technology as a tool for the efficient and effective management of the District's resources and affairs. The District's computing, networking, and telecommunication resources are for the use of authorized district employees.

The District is not liable or responsible for: any information that may be lost, damaged, or unavailable due to technical or other difficulties; the accuracy or suitability of any information that is retrieved through technology; breaches of confidentiality; or defamatory material.

## TERMS AND CONDITIONS OF USE

### Section 1: Curriculum and Instruction

The use of the District's technology and telecommunication resources shall (1) be consistent with the curriculum adopted by the District, 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-media center materials. Staff members may, consistent with the District's goals and guidelines, use the Internet and technology resources throughout the curriculum.

Staff will provide developmentally appropriate guidance to students as they make use of telecommunications and electronic information resources to conduct research and other studies related to the District curriculum. All students will be informed by staff of their rights and responsibilities as users of the District network prior to gaining access to that network, either as an individual user or as a member of a class or group.

The District's electronic and telecommunication resources are part of the curriculum and are not a public forum for general use.

### Section 2: Internet Safety

In accordance with the Children's Internet Protection Act, the District installs and operates filtering software to limit users' Internet access to materials **that are obscene, pornographic, harmful to children, or otherwise inappropriate, or disruptive to the educational process**, notwithstanding that such software may in certain cases block access to other materials as well. At the same time, the District cannot guarantee that filtering software will in all instances successfully block access to materials deemed harmful, indecent, offensive, pornographic or otherwise inappropriate. The use of filtering software does not negate or otherwise affect the obligations of users to abide by the terms of this policy and to refrain from accessing such materials.

### Section 3: Acceptable Use

The actions of users accessing network locations through the District reflect on the School District; therefore, users must conduct themselves accordingly by exercising good judgment and complying with this policy and any accompanying administrative regulations and guidelines.

#### **Personnel who use or access District technology and/or telecommunication resources shall:**

- A. Use or access District technology primarily for educational and administrative purposes; limited and incidental personal use is permitted;
- B. Comply with copyright laws and software licensing agreements;
- C. Understand that email, voicemail, and network files are not private. Network administrators and other school officials as authorized by the Superintendent/Principal have access to all

- email messages and may review all computer files and communications to maintain system integrity and monitor responsible use;
- D. Be responsible for the proper use of their access privileges and avoid impersonations, anonymity, or unauthorized sharing of security measures;
  - E. Maintain the integrity of technological and telecommunication resources from potentially damaging messages, physical abuse, or viruses;
  - F. Abide by the policies and procedures of networks and systems linked by technology;
  - G. Acknowledge and protect the privacy of other users and the integrity of the system by avoiding misuse of passwords, files, equipment, and programs;
  - H. Maintain the confidentiality of all personnel records and student records stored or accessible by means of District technology, in accordance with Kentucky and federal law.

**Personnel who use or access District technology shall not:**

- A. Use District technology or resources for non-school purposes (other than incidental personal use), personal financial gain or to gain access to attempt to access restricted websites or other information unrelated to the curriculum or educational purposes of the school;
- B. Access, download, distribute, display or create harmful, indecent, offensive, pornographic, or otherwise inappropriate messages, pictures or materials;
- C. Engage in harassing, offensive, obscene or defamatory speech;
- D. Loan technology to others, or violate copyright laws or software licensing agreements;
- E. Trespass in others' folders, work, or files, or gain unauthorized access to resources or entities;
- F. Use the account or password of another user or misrepresent themselves or others;
- G. Damage or vandalize computer equipment, systems, networks, hardware, software, data or programs;
- H. Knowingly spread computer viruses;
- I. Use technology for any illegal purpose or activity;
- J. Use any VPN or similar technology or make any attempt to bypass district filtering and safety features to access any data or content either locally or on the internet that has been blocked or prohibited by the district or which they do not have permission to access.
- K. Use any form of communication that has not been permitted by the District for two way parental or student contact such as but not limited to personal social media accounts.

## **Section 4: No Expectation of Privacy**

The District's electronic and telecommunication resources are part of the curriculum and are not a public forum for general use. Users should not expect that email, voicemail, or files stored or transmitted on District servers will be private. District 200, at its discretion, reserves the right to log technology use, to monitor fileserver space utilization by users, to examine users' files and materials, and to block and delete materials. There is no assurance of confidentiality with respect to access to transmissions and files by persons outside, or from persons inside, the District.

## **Section 5: User Compliance**

Users of District equipment, networks and technology must submit a signed Acceptable Use of Technology Agreement Form. Failure to comply with this policy, or any administrative regulations and guidelines governing the use of technology and telecommunication resources, may result in disciplinary action by the administration and/or the Board of Education, including but not limited to reprimand, loss of technology use privileges, suspension, notice to remedy, and dismissal.

Activities that violate local, state or federal law may be subject to prosecution.



The Superintendent/Principal or his/her designee may establish regulations, guidelines, and procedures and shall take appropriate action, consistent with the terms of any applicable collective bargaining agreement provisions, to implement this policy.

## **SECTION 6: RETENTION OF RECORDS FOR E-RATE PARTICIPANTS**

Following initial adoption, this policy and documentation of implementation shall be retained for at least ten (10) years after the last day of service in a particular funding year.

**Amended Date(s):**

**Adopted Date:**

**Review Date:**

### **REFERENCES:**

[KRS 156.675](#) \* [KRS 365.732](#) \* [KRS 365.734](#) \* [701 KAR 005:120](#)  
[16 KAR 1:020](#) [KAR 001:020 \(Code of Ethics\)](#) (Code of Ethics)  
47 U.S.C. 254/Children's Internet Protection Act; 47 C.F.R. 54.520  
Kentucky Education Technology System (KETS) \*47 C.F.R. 54.516 \*  
15-ORD-190

### **RELATED POLICIES:**

03.13214/03.23214 \* 03.1325/03.2325 \* 03.17/03.27 \* 08.1353; 08.2322  
09.14 \* 09.421 \* 09.422 \* 09.425 \* 09.426 \* 09.4261 \* 10.5

**Leslie County Board of Education**

**PERSONNEL ACCEPTABLE USE OF TECHNOLOGY AGREEMENT**

I have read and agree to abide by the District's Acceptable Use of Technology policy and regulations. I understand that my use of District telecommunication resources, computers, networks, and technology is for work-related purposes and to further the educational goals of the District. I further understand that my use of any District technology is not private and may be monitored.

I understand that violations of the District's policies and procedures regarding the use of technology may result in disciplinary and/or legal action against me.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

School \_\_\_\_\_