

# STUDENT TECHNOLOGY ACCEPTABLE USE POLICY AND USER AGREEMENT (E21) 2016-2017

## BURKBURNETT ISD

### E:21

**VISION** - Transforming education for students in an ever-changing world.

**MISSION** - Creating partnerships for learning that empowers students to think, lead, and succeed.

**GOALS** - The school, as a learning community, will create a highly engaging, purposeful, and authentic learning environment by:

- Building a learning environment that integrates interactive instructional practices that fully prepare all students for a digital and global society
- Preparing students for success in all post-secondary opportunities.

Burkburnett ISD will continually create a digitally accessible learning environment by:

- Developing a comprehensive digital anywhere, anytime learning environment through the integration of differentiated professional development, cutting-edge technological tools, and supportive infrastructure (including hardware/software and human capital).
- Creating a district-wide expectation for ethical digital citizenship that fosters freedom within a safe learning environment.

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## 1. The 4 Be-haviors of a BISD Digital Citizen

- ✓ Be- Safe
  - Do not share private information such as your full name, address, birthday, social security number, passwords, family information and other personal information.
  - Visit age appropriate web sites.
  - Avoid conversations with strangers.
  
- ✓ Be- Appropriate
  - What happens on the internet could be there forever. Pictures, messages, texts, web-sites, videos, and chats can all be retrieved. These digital records could be shared resulting in a “digital footprint” that does not go away.
  - Always consider your reputation before you send, view, or search.
  - Create a digital footprint that you are proud to share.
  
- ✓ Be- Responsible
  - Monitor how much time you spend in front of the screen.
  - Show others respect when using their ideas or work by giving them credit, just as you should expect others to treat your ideas.
  - Utilize the digital world to create greater educational opportunities.
  
- ✓ Be- a Good Citizen
  - Kindness to others, even when they cannot see you, is always expected.
  - Good citizens are supportive and encouraging of others both while at school and away.
  - Report citizens that are not demonstrating good citizenship.
  - Help your parents grow in their understanding of the digital world and give them reasons to trust and support you.

## 2. Student Acceptable Use Policy as referred to in Board Policy CQ (LEGAL)

Burkburnett Independent School District provides a variety of electronic communications systems for educational purposes. **The electronic communications system is defined as the District’s network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students, including all new technologies as they become available.** This also includes any access to the Burkburnett ISD electronics system while on or near school property, in school vehicles and at school-sponsored activities, and includes the appropriate use of district technology resources via off-campus remote access. Please note that the Internet is a network of many types of communication and information networks, including Web 2.0 resources (Blogs, Wikis, Podcasts, etc.), and is part of the district’s electronic communications systems. Web 2.0 applications offer a variety of 21<sup>st</sup> Century communication, collaboration, and educational creativity opportunities. In a 21<sup>st</sup> Century school system, technologies, the Internet, and Web 2.0

tools are essential.

In accordance with the Children's Internet Protection Act, Burkburnett Independent School District educates staff and students regarding appropriate online behavior to ensure Internet safety, including use of email and Web 2.0 resources, and has deployed filtering technology and protection measures to restrict access to inappropriate content such as those that are illegal, harmful, or contain potentially offensive information. While every effort is made to provide the most secure and optimal learning environment, it is not possible to absolutely prevent access (accidental or otherwise) to inappropriate content. **It is each student's responsibility to follow the guidelines for appropriate and acceptable use.**

### **Web 2.0 Tools**

**Student 13 or younger.** For students under the age of 13, the Children's Online Privacy Protection Act (COPPA) states that a school district should maintain a list of the websites and online services appropriate for educational use it has consented to on behalf of the parent [www.burkburnettisd.org](http://www.burkburnettisd.org). BISD maintains an approved list of suggested classroom digital tools at: [www.burkburnettisd.org](http://www.burkburnettisd.org). BISD will always require students to use digital tools or apps in a way that is consistent with the Children's Online Privacy Protection Act. Parents may deny access to the BISD approved list of digital tools by notifying their child's campus administrator in writing.

### **APPROPRIATE USE**

- Students must only open, view, modify, and delete their own computer files.
- Internet use at school must be directly related to school assignments and projects.
- Students will be assigned individual email and network accounts and must use only those accounts and passwords that they have been granted permission by the district to use. All account activity should be for educational purposes only.
- Students must immediately report threatening messages or discomfoting Internet files/sites to a teacher.
- Students must at all times use the district's electronic communications system, including email, wireless network access, and Web 2.0 tools/resources to communicate only in ways that are kind and respectful.
- Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them freedom to do otherwise.
- Students will use BISD guest wifi access for filtering purposes on *Bring Your Own Technology* devices.

### **INAPPROPRIATE USE**

- Wireless Hotspots not provided by BISD are prohibited on the BISD network.
- Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
- Disabling or attempting to disable any system monitoring or filtering or security measures.

- Sharing user names and passwords with others; and/or borrowing someone else's username, password, or account access.
- Purposefully opening, viewing, using or deleting files belonging to another system user without permission.
- Electronically posting personal information about one's self or others (i.e., addresses, phone numbers, and pictures).
- Downloading or plagiarizing copyrighted information without permission from the copyright holder.
- Intentionally introducing a virus or other malicious programs onto the district's system.
- Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Gaining unauthorized access to restricted information or network resources.

### **SPECIAL NOTE: CYBERBULLYING**

Cyberbullying is defined as the use of any Internet-connected device for the purpose of bullying, harassing, or intimidating another student. This includes, but may not be limited to:

- Sending abusive text messages to cell phones, computers, or Internet-connected game consoles.
- Posting abusive comments on someone's blog or social networking site (e.g., MySpace or Facebook).
- Creating a social networking site or web page that masquerades as the victim's personal site and using it to embarrass him or her.
- Making it appear that the victim is posting malicious comments about friends to isolate him or her from friends.
- Posting the victim's personally identifiable information on a site to put them at greater risk of contact by predators.
- Sending abusive comments while playing interactive games.
- Recording and distributing media with the intent to manipulate or embarrass others.

### **CONSEQUENCES FOR INAPPROPRIATE USE**

- Appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws including monetary damages.
- Suspension of access to the district's electronic communications system.
- Revocation of the district's electronic communications system account(s); and/or
- Termination of System User Account: The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user.
- Possible criminal action.

## **EMERGENCY PLAN**

During an emergency situation, students may only use their cell phones to contact 911. All other calls will be in violation of the AUP. Status, actions required, and official information will be communicated to parents and others by the District.

## **PERSONAL TECHNOLOGY DEVICES**

### **Possession and Use of Personal Telecommunication Devices, Including Mobile Telephones**

For safety purposes, the district permits students to possess personal mobile telephones; however, these devices must remain turned off during the instructional day, including during all testing unless they are being used for approved instructional purposes. A student must have approval to possess other telecommunications devices such as netbooks, laptops, tablets, or other portable computers.

The use of mobile telephones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated.

- First Offense – the school will confiscate the device for up to 10 days
- Second Offense – the school will confiscate the device for 20 days with a \$15.00 administrative fine due upon return
- Third Offense – the school will confiscate the device and keep it for the remainder of the school year with a \$15.00 administrative fine due upon return

Only the parent may pick up the confiscated telecommunications device from the principal's office.

Confiscated telecommunications devices that are not retrieved by the student's parents will be disposed of after the notice required by law. [See policy FNCE.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See policy FNF for more information.]

Any disciplinary action will be in accordance with the ***Student Code of Conduct***. The district is not responsible for damaged, lost, or stolen telecommunications devices.

### **Possession and Use of Other Personal Electronic Devices**

Except as described below, students are not permitted to possess or use personal electronic devices such as MP3 players, video or audio recorders, DVD players, cameras, games or other electronic devices at school, unless prior permission has been obtained. Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

In limited circumstances and in accordance with law, a student's personal electronic device may be searched by authorized personnel. [See **Searches** and policy FNF for more information.]

Any disciplinary action will be in accordance with the ***Student Code of Conduct***. The

district is not responsible for any damaged, lost, or stolen electronic device.

### **Instructional Use of Personal Telecommunications and Other Electronic Devices**

In some cases, students may find it beneficial or might be encouraged to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must obtain prior approval before using personal telecommunications or other personal electronic devices for instructional use. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook). When students are not using the devices for approved instructional purposes, all devices must be turned off during the instructional day, unless the student's campus administration has directed otherwise. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

### **Texas Penal Code**

#### **§33.02. Breach of Computer Security**

- (a) A person commits an offense if the person knowingly accesses a computer, computer network, or computer system without the effective consent of the owner.
- (b) An offense under this section is a Class B misdemeanor unless in committing the offense the actor knowingly obtains a benefit, defrauds or harms another, or alters, damages, or deletes property, in which event the offense is:
  - (1) a Class A misdemeanor if the aggregate amount involved is less than \$1,500
  - (2) a state jail felony if
    - (A) the aggregate amount involved is \$1,500 or more but less than \$20,000; or
    - (B) the aggregate amount involved is less than \$1,500 and the defendant has been previously convicted two or more times of an offense under this chapter;
  - (3) a felony of the third degree if the aggregate amount involved is \$20,000 or more but less than \$100,000
  - (4) a felony of the second degree if the aggregate amount involved is \$100,000 or more but less than \$200,000; or
  - (5) a felony of the first degree if the aggregate amount involved is \$200,000 or more.

A person who is subject to prosecution under this section and any other section of this code may be prosecuted under either or both sections.

## ACCEPTABLE USE AGREEMENT

### Student Agreement:

I understand that my use of the Burkburnett ISD electronic communication system is not private and that the Burkburnett ISD will monitor activity on the system.

I have read the district's Acceptable Use Policy and agree to abide by their provisions.

I understand that violation of these provisions may result in suspension or revocation of system access as well as appropriate disciplinary action.

Student Name (Please Print) \_\_\_\_\_

Campus \_\_\_\_\_ Grade \_\_\_\_\_

Student ID \_\_\_\_\_

Student Signature \_\_\_\_\_

### Parent Agreement:

I understand that my child's use of the Burkburnett ISD electronic communication system is not private and that the district will monitor activity on the system.

I have read the district's Acceptable Use Policy and agree to abide by their provisions.

I understand that violation of these provisions may result in suspension or revocation of system access as well as appropriate disciplinary action.

Parent/Guardian Name (Please Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_



### 3. Student-Parent iPad User Agreement

**NOTE:** In this agreement "we ", "us ", and "our" means Burkburnett ISD and "you" and "your" means the parent/guardian and student enrolled in Burkburnett ISD. The "property" is an Apple iPad owned by Burkburnett Independent School District.

**Terms:** You will pay a nonrefundable deposit of \$10 before taking possession of the Apple iPad. If you paid a nonrefundable fee in order to be issued an iPad during the school year, the amount that you paid will be credited toward the amount required for your deposit this year.

You will comply at all times with the Burkburnett ISD Student Handbook and Code of Conduct, including the BISD Student Technology Acceptable Use Policy. Failure to comply may terminate your rights of possession effective immediately, and we may repossess the iPad. Reference the following: <http://www.burkburnettisd.org/>

**BURKBURNETT ISD PROVIDES THE APPLE IPAD "AS-IS". BURKBURNETT ISD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.**

**Title:** At all times, the legal title to the iPad is maintained by Burkburnett ISD. Your right of possession and use is limited to and conditioned upon your full and complete compliance with this Agreement and the BISD Student Technology Acceptable Use Policy.

Electronic resources owned by the District should not be released to anyone including, but not limited to, law enforcement agencies. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws.

You have no rights of confidentiality when using the iPad. Contents of email, information regarding your internet usage, and network communications may be reviewed at the sole discretion of Burkburnett ISD. By signing this Agreement, you further acknowledge that Burkburnett ISD is required by law to comply with the Texas Public Information Act. As such, you agree to fully and timely comply with any and all directives issued by Burkburnett ISD in its efforts to comply with the Public Information Act. You further recognize that this may mean that email content, internet use history, network communications, and other similar information shall be releasable to third parties, if so required by law.

**Warranty, Damage:** You will be supplied with a basic warranty plan that is covered by your \$10 nonrefundable fee.

**Items not covered by warranty:**

- Lost, theft, neglect or deliberate damage of iPad
- Cosmetic damages (scratches, normal wear, discoloration, etc.)
- Preventative maintenance
- Effects of normal wear and tear
- Third-party products or effects that may damage iPad
- Recovery of software or data
- Damaged/lost Cover
- USB Cable, Adapter, Charger

**Theft**

If the iPad and case are lost or stolen, student is responsible for the reasonable cost of its fair market value on the date of loss. If student's iPad is either lost or stolen, parent must report the loss or theft immediately to the Burburnett Police Department at (940) 569-2231; staff members are available 24 hours per day seven days a week. A police report MUST be provided when an incident report is placed with the campus. Filing a police report does not absolve the parent of any financial responsibility. If the Superintendent or his designee, at his or her sole discretion, investigates and finds that there is substantial evidence that the iPad was lost or stolen due to criminal misconduct, parent will be responsible for full reimbursement of the cost of replacement of the iPad. The decision of the Superintendent or his designee is final and non-appealable.

**Fair Market Value\***

Age of Device (iPad)	Value	Age of Device (iPad Mini)	Value
1 year	\$ 400	1 year	\$ 325
2 years	\$ 300	2 years	\$ 225
3 years	\$ 200	3 years	\$ 125

\* Original cost of a single-purchase student device to the District is currently \$ 560.00 (iPad) and \$ 460 (iPad Mini)

**While the \$10 non-refundable fee covers accidental damage, it does NOT cover costs for every situation.**

**Table of Estimated Repair/Damage Costs**

<b>Loss, Deliberate Damage, or Neglect*</b>	<b>Repair /Replacement Costs**</b>
Any Damage (Starting with 2 <sup>nd</sup> iPad)	\$ 50
Power Adapter + Cord	\$ 24.50 (\$ 12-Cord Only)
Approved Case	\$ 40 (iPad) \$ 32 (iPad Mini)

\*Device must be protected by a provided case or a case that meets the District required specifications at all times. If a device is damaged while in a non-District case, an additional \$40 fee will be charged.

**\*More than one (1) occurrence of loss, theft or damage in 30 days will be interpreted as neglect.**

\*\*The costs of any other parts needed for repairs will be based on manufacturer’s current price list.

**Repossession**

If you do not fully comply in a timely manner with all terms of this Agreement and the BISD Student Technology Acceptable Use Policy including the timely return of the property, Burkburnett ISD shall be entitled to retake possession of the iPad, even if the iPad is located at your place of residence or other location.

**Term of Agreement**

Your right to use and possess the iPad terminates the last day you are enrolled in Burkburnett ISD unless otherwise terminated earlier by Burkburnett ISD. You must immediately return the iPad upon graduation or withdrawal from Burkburnett ISD or upon request by the District. If you will be returning to Burkburnett ISD the following school year, you may be permitted to keep the device during summer break. **If at any time during the break, you no longer plan to return to the District, you must immediately return the iPad to Burkburnett ISD.**

**Appropriation**

Your failure to return the property in a timely manner will be considered unlawful appropriation of the Burkburnett ISD property. This includes, but is not limited to, the failure to return the iPad immediately if you withdraw from the District or do not return to the District following summer break. Your continued use of the iPad for non-school purposes without our consent may also be considered unlawful appropriation of the District's property.

## **Use of iPads on Network**

Burkburnett ISD is committed to the availability of technology resources for student work. If you are experiencing problems with your iPad, you should be able to continue with class work. To assist in these situations, Burkburnett ISD will provide an iPad for temporary use provided that the iPad's technical problems were not caused by or related to noncompliance with this policy.

## **Storage**

The iPad affords limited electronic storage space. If you are lacking a sufficient amount of storage space on the iPad device, you will be required to delete apps, music, photos, and so forth, in order to make necessary educational-related programs accessible.

You are encouraged to back up, duplicate or archive files to an independent storage space. It is recommended that students e-mail documents to themselves for storage using alternative methods. You may also utilize "cloud" storage programs, which allow access to documents from other computers via the Internet. It is your responsibility to ensure that work is not lost due to mechanical failure, accidental deletion or re-imaging.

## **Internet Safety**

There are many sites on the Internet that can be potentially dangerous to minors. Burkburnett ISD makes every effort to block these sites both inside and outside of the district by routing Internet traffic through the District's content filter. You are in violation of district policy if you use software utilities or other means to access content blocked by school filters. Parents may want to further restrict their home access. For more information about Internet safety, you may go to <http://www.tea.state.tx.us/index2.aspx?id=2147487064>.

## **General iPad Rules:**

### **Prior to Receiving an iPad Device:**

You are responsible for verifying that your student's Active Directory login is valid. You can do this by logging into a desktop/laptop computer from within the district.

You are responsible for creating a valid iTunes user account.

### **Inappropriate Content**

- Inappropriate content will not be allowed on iPad device. (See BISD Student Technology Acceptable Use Policy.
- Presence of pornographic materials, inappropriate language, weapon-related content, alcohol, drug, and/or gang related content will result in disciplinary action.

### **Use for Non-School-Related Purposes**

School district computers, electronic devices, networks and Internet services are provided for purposes related to educational programs, school operations, and performance of job responsibilities. Limited personal use is permitted as long as such does not violate this policy, the accompanying rules, and the BISD Student Technology Acceptable Use Policy.

## **Sound**

Sound will be muted at all times during class unless permission is obtained from the teacher for instructional purposes.

## **Deleting Apps**

iPads will have security applications installed. Deletion of security-related apps is prohibited. Doing so may interfere with your ability to complete class work.

## **Music, Books and Apps**

Music, books, and apps can be downloaded through your personal iTunes account at your expense. Content must be school appropriate and follow all terms of this Agreement and the BISD Student Technology Acceptable Use Policy. When iPads are returned, you will lose all downloaded content unless it has been stored on "iCloud".

## **Recording Feature and Camera**

The iPad comes equipped with a microphone, front and rear-facing camera, and video capacities. It is best practice and common courtesy to ask permission before recording an individual or group. Burkburnett ISD retains the rights concerning any recording and/or publishing of any student or staff member's work or image. You must obtain permission to publish a photograph or video of any school related activity. Unauthorized recordings are subject to disciplinary action in accordance with BISD Student Acceptable Use Policy.

## **No Loaning or Borrowing iPads**

- Do NOT loan iPads or other equipment to other students.
- Do NOT borrow an iPad from another student.
- Do NOT share passwords or usernames with others.

## **Setting Security Passcodes**

- You SHOULD set a security passcode on your iPad. This passcode should be known only by you and your parent to ensure the iPad is only used by you. The school district has the right to bypass the security code with justifiable reason.
- Access to another person's account or iPad without consent or knowledge is considered hacking and is prohibited. This is subject to discipline in accordance with the Student Handbook and Code of Conduct.

## **Modification of the iPad**

- You should NOT modify the iPad in a way that will permanently alter either physically and/or electronically other than instructed by an administrator or other school personnel.
- You should NOT apply marks, stickers, or other decorations to supplied iPad cover unless you are willing to pay for the cover when you leave Burkburnett ISD.
- You should NOT remove supplied cover or screen protector from the iPad, unless you purchase replacement protective accessories comparable to that supplied by BISD.

## **iPads are Required Each Day in Class**

- You are required to bring fully charged iPads to class.
- When appropriate, Burkburnett ISD encourages you to take your iPad home at night for class work and recharging. All rules and regulations that are in effect during the school day extend to the use of the iPad at home.

## **Indemnity Provision**

You shall defend, exempt, indemnify and hold harmless Burkburnett ISD, its officers, agents, servants, representatives and/or employees of and from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and costs and expenses of appeals therefrom, arising out of your use of the iPad including, but not limited to, your intentional or negligent acts and/or omissions. This paragraph shall survive termination of this Agreement.

## AGREEMENT

### **Student Agreement:**

I understand that my use of the Burkburnett ISD issued iPad is governed by the said agreement.

I have read the Student/Parent iPad user agreement and agree to abide by the provisions and terms.

I understand that non-compliance with the provisions and terms may result in suspension or revocation of the iPad as well as appropriate disciplinary or legal action and/or monetary fees.

Student Name (Please Print) \_\_\_\_\_

Campus \_\_\_\_\_ Grade \_\_\_\_\_

Student ID \_\_\_\_\_

Student Signature \_\_\_\_\_

### **Parent Agreement:**

I understand that my child's use of the Burkburnett ISD issued iPad is governed by the said agreement.

I have read the Student/Parent iPad user agreement and agree to abide by the provisions and terms.

I understand that non-compliance with the provisions and terms may result in suspension or revocation of the iPad as well as appropriate disciplinary or legal action and/or monetary fees.

Parent/Guardian Name (Please Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_