

# **Technology Acceptable Use Guidelines Relating to HIDOE-owned or Leased Digital Devices, Network, and Internet Services**

(for students and parents at the Hawaii State Department of Education)

## **1) Introduction**

The Hawaii State Department of Education (HIDOE) is committed to guiding students in their use of technology as a tool to support effective instruction and increase student achievement. HIDOE encourages the use of HIDOE-owned or leased digital devices, network, and internet services for educational programs within the framework of these acceptable use guidelines.

Parents and Guardians (hereafter collectively referred to as “Parent” or “Parents”) should review the guidelines with their child. Upon completion of reviewing the guidelines, both the Parent and the child should sign the attached Agreement form. The signed agreement form should be returned to the school so the student may begin using HIDOE-owned or leased digital devices, network/internet services, as well as online educational services.

HIDOE reserves the right to modify the terms and conditions of these acceptable use guidelines at any time. Students shall abide by all rules, regulations, and guidelines relating to the use of HIDOE-owned or leased digital devices, network/internet services as may be changed or added from time to time by HIDOE. The most recent version of these guidelines are available at <http://bit.ly/HIDOE-TechAUG>.

## **2) Technology Use is a Privilege, not a Right**

The use of HIDOE-owned or leased digital devices, network, and internet services is a privilege, not a right. It is the responsibility of the students and Parents to ensure that HIDOE-owned or leased digital devices, network, and internet services are used in accordance with these acceptable use guidelines.

## **3) No Expectation of Privacy**

The digital devices, e-mails, network, and other accounts are the property of HIDOE. HIDOE monitors all digital devices, networks, and internet services owned, managed, or leased by HIDOE and reserves the right to monitor all such devices, networks, and internet activities by students. Students shall have no expectation of privacy in their use of HIDOE-owned digital devices, network, and internet services, including email and stored files. HIDOE retains the discretion to alert appropriate law enforcement authorities of suspected illegal activity that involves the use of the digital devices and network/internet services, and it is not required to obtain student or Parent consent for such reporting. HIDOE reserves the right to review and remove any student’s files and data records used on HIDOE’s system which violate these guidelines.

## **4) Consequences of Violations**

When a student violates any part of these guidelines, all applicable laws and administrative rules shall apply, including but not limited to, HAR, Title 8, Chapter 19, entitled “Student Misconduct, Discipline, School Searches and Seizures, Reporting Offenses, Police Interviews and Arrests, and Restitution for Vandalism.”

HIDOE shall determine the appropriate disciplinary action for any prohibited student conduct. The Principal, or designee, shall consider the intention of the offender, the nature and severity of the offense, the impact of the offense on others including whether the action was committed by an individual or group of individuals (e.g.,

gang, etc.), the age of the offender, and if the offender is a repeat offender. Interventions to teach students appropriate behaviors will be instituted when disciplinary actions are imposed. Students will also be counseled in addition to any disciplinary action taken.

HIDOE reserves the right without notice to freeze and delete an account that is engaging in activities that violate HIDOE's policy or the source of spamming, abusive or malicious activities and while conducting investigations. HIDOE reserves the right to disconnect any device that is the source of malicious or suspicious activities without notice until the machine in violation is cleaned or fixed.

## **5) Online Educational Services**

Students may be given assignments through online educational services, such as Google Apps for Education, Microsoft Office 365, and Blackboard. Access to these sites is monitored by HIDOE in order to provide a safe and secure learning environment for students. After obtaining Parent consent, HIDOE may create student email addresses, login credentials (e.g., usernames and passwords), and/or online profiles to allow students to access certain sites/services; however, these addresses, credentials, and profiles will only be used for purpose of school assignments. A list of online educational services used by the school will be posted on the school's website or provided by the school upon request.

## **6) Guidelines for general use and care of HIDOE-owned or leased digital devices**

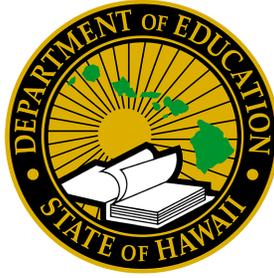
- A) Students will only use digital devices provided by HIDOE for school-related activities.
- B) Students will not use any other electronic devices in the classroom unless the teacher authorizes the student to do so.
- C) If a digital device is assigned to a student, the student will only use that device assigned to him/her and will not allow other persons (including, but not limited to, parents, guardians, family members, and other students) to use his/her device.
- D) The HIDOE/State and manufacturer's identification tags will not be tampered with or removed. No other stickers, ink, or any decorative items may be added to a student's assigned equipment (such as, but not limited to, the device, batteries, cords, and chargers).
- E) Students will maintain the privacy and security of their usernames and passwords for the digital device and installed software and applications.
- F) HIDOE assumes no responsibility for any unauthorized charges made by students included but not limited to credit card charges, long distance phone charges, equipment and line costs, or for any illegal use such as copyright violations.
- G) Reporting damaged/lost devices, viruses, and other issues
  - i) Students and their Parents are personally responsible for the proper care, use, and handling of the assigned device and for knowing where the assigned device is at all times. Students are responsible for promptly taking damaged, broken, or non-working devices to the designated school personnel for repair. The Parents of a student who is found responsible for the loss, destruction, breakage, or damage of school equipment (such as, but not limited to, the device, batteries, cords, and chargers) may be required to pay for the replacement equipment per HAR, Title 8, Chapter 57, entitled "Restitution for Damaged and Lost Books, Equipment, Supplies, and Outstanding Financial Obligations."
  - ii) If a student's device is lost or stolen, the student and/or their Parents are responsible for obtaining a police report within 24 hours of discovery of the loss/theft, immediately providing the school with documentation of the report, and cooperating fully with any subsequent investigation.
  - iii) Students are requested to report any weaknesses/compromises in HIDOE's computer security, any incidents of possible misuse or violation of this agreement to the proper authorities (teachers, principals, or vice principals).

- iv) Students and Parents shall address all concerns regarding the use of the technology to the supervising teacher(s) and/or the school administrative staff.

## **7) Guidelines for appropriate and ethical use of HIDOE Internet and Network Services**

- A) Students will use HIDOE's internet and network services for educational purposes only. HIDOE may bar access by students to certain material which is not deemed for educational purposes. Students are forbidden from circumventing security measures on school or remote computers and the HIDOE network.
- B) Use of the HIDOE network system in a manner that encumbers system and network resources to the point that usage causes interference with others' services is prohibited.
- C) Students shall always cooperate with requests from teachers and other school administrators for information about the students' computing activities.
- D) Accounts and personal information
  - i) Personal user accounts will not be used for instructional or educational purposes. Students will use a separate account(s) for school/educational purposes and maintain the privacy and security of their usernames and passwords for all internet, network, social media, and online/cloud services (such as, but not limited to, Google Apps for Education and Edmodo).
  - ii) HIDOE-assigned user accounts inactive for three or more months (i.e. no logins or file uploads) will be deleted as they pose a security risk and tie up valuable system resources.
  - iii) Students will not reveal his/her full name, home address or telephone number, or the personal information of others on the internet without permission from a supervising teacher. Students are not to meet people they have contacted through the internet without Parent permission.
  - iv) Students are responsible for their account(s). Students should make appropriate use of the system and network-provided protection features and take precautions against others obtaining access to their computer resources. Individual password security is the responsibility of each user.
  - v) Students shall not use another user's account or password without proper authorization from their supervising teacher, other HIDOE administrator, or the system administrator.
  - vi) HIDOE makes no warranties of any kind, whether expressed or implied, regarding the use of HIDOE-owned or leased digital devices, the network, the Internet, or the accuracy, correctness, completeness, or reliability of any information, files, or software. HIDOE will not be responsible for damages for any of the foregoing, including loss of data, non-deliveries, missed-deliveries, or service interruptions, whether caused by its negligence, user errors or omissions, or other defects. Use of any information obtained via the internet is at the user's own risk.
- E) Obscenity and harassment
  - i) Students will not use the internet for illegal, unethical, or obscene purposes. Students are to inform their supervising teacher if they access information or messages that are inappropriate or make them uncomfortable in any way. Use of the HIDOE network to post, send, or retrieve pornographic material, inappropriate text or graphic files, or files that could damage the network (i.e., files containing malware/worms/viruses) are prohibited.
  - ii) Students will not harass other users by sending unsolicited, commercial, annoying, obscene, libelous, offensive or threatening messages (such as, but not limited to, email, social network postings, and direct messages), or use any form of electronic media harass or otherwise annoy another person or group (i.e., cyberbullying). Students are to report any conduct they feel can be defined as harassment to their teacher or school administrator immediately.
  - iii) Sending or receiving unlawful information via electronic communications, using electronic communications illegal in ways that violate local, state, federal or international laws or statutes are prohibited.

- F) Copyright laws and plagiarism
- i) Students will not plagiarize or download unauthorized copyrighted or licensed material. HIDOE is not responsible or liable for materials in violation of copyright laws. Users are responsible for the content of their postings and obtaining all necessary permissions or licenses for any material used.
  - ii) Students will respect copyright laws and licensing agreements pertaining to material entered into and obtained via the internet, social media, and online/cloud services. Students will not duplicate or distribute unauthorized copyrighted or licensed material.
- G) Downloading, accessing, or copying materials for non-educational purposes
- i) Students will not download or install any software, apps, movies, or games onto the digital devices or change system configurations.
  - ii) Students shall not make copies of system configuration files for their own unauthorized personal use or to provide to other people/users with unauthorized uses.
- H) Commercial and political business
- i) Students will not use the internet to access or disseminate "for profit" or commercial business material. No personal money-making activity may be conducted through the use of the HIDOE's computing and networking resources.
  - ii) The HIDOE network and computing resources shall not be used for political lobbying or outside interests not related to HIDOE's business.
- I) Device and network security
- i) Students shall not download, install or run security programs or utilities which reveal weaknesses in and/or bypass the security of a system. Students will not attempt to circumvent or uninstall monitoring software from HIDOE-owned or leased devices. For example, the students shall not run password cracking programs on any of HIDOE's computer systems or install rootkits which bypass system security.
  - ii) Students will not intentionally develop programs or engage in activities that disrupt other users or infiltrate computer/network security and computing systems. Students are forbidden from using techniques designed to cause damage to, deny access by legitimate users of computers or network components connected to the Internet or result in the loss of the recipient's work. Students shall not attempt to hack or otherwise breach security of any HIDOE-owned or leased digital devices, HIDOE server, or any other person's account.



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### AGREEMENT FORM

Each student and his or her parent(s)/guardian(s) must review the *Technology Acceptable Use Guidelines Relating to HIDOE-owned or Leased Digital Devices, Network, and Internet Services* (“Technology Acceptable Use Guidelines”), and sign this Agreement Form before being assigned/granted access to digital devices and internet/network services, including online educational services.

**Check all that apply:**

**As a student that will be using HIDOE-owned or leased digital devices, network, and internet services:**

- I have read the Technology Acceptable Use Guidelines mentioned above and agree to, and will abide by, its terms/guidelines stated therein, and as may be subsequently modified. The latest version of the Technology Acceptable Use Guidelines is available at <http://bit.ly/HIDOE-TechAUG>.

**As a parent/guardian, I also agree that:**

- I am responsible for monitoring my child’s use of HIDOE-owned or leased digital devices outside of HIDOE property/school.
- HIDOE may bar access by students to certain material which is not deemed for educational purposes; however, I also understand it is impossible for HIDOE to restrict access to all controversial and inappropriate materials. Therefore, I will hold harmless HIDOE and its employees from any cause of action related to my child obtaining access to materials or software which may be deemed inappropriate (see section 7(A) in the Technology Acceptable Use Guidelines).
- I have discussed the Technology Acceptable Use Guidelines with my child and, therefore:
  - If available at my child’s school, I request that my child be assigned a HIDOE-owned or leased digital device.
  - I request that my child be allowed access to HIDOE’s internet/network services.
  - I request that my child be allowed access to the online educational services provided by the school.
- By signing below, I, in consideration of HIDOE providing my child with HIDOE network and Internet access, agrees to indemnify HIDOE for any losses, costs, or damages (including reasonable attorney fees) incurred by HIDOE relating to, or arising out of, any breach of these or other HIDOE rules by the student in using HIDOE-owned or leased digital devices, the network, and the Internet. As the parent/guardian, I shall assume responsibility for any damages to HIDOE-owned or leased digital devices while the Student is using it. This includes paying for repairs.
- HIDOE assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment on-line costs. Ordinary Internet and network access and use will incur no such charges. Any such charges are the responsibility of the Parent or Guardian signing below.

<b>Student Signature</b>	<b>Printed Name</b>	<b>Date</b>
<b>Parent/Guardian Signature</b>	<b>Printed Name</b>	<b>Date</b>
<b>Parent/Guardian Signature</b>	<b>Printed Name</b>	<b>Date</b>