

5160 RULES AND REGULATIONS

Information and Communication Technology

Introduction

Board of Education Policy 5160 – Information and Communication Technology – requires the District to provide and encourages staff and students to use digital information and communication technology¹ for educational purposes. Separately, the District understands digital information and communication technology may be used for other purposes that do or may affect the District’s educational community, including Board members, staff, parents, guardians and students. These administrative procedures establish the parameters within which digital information and communication technology may be used for District educational purposes and other purposes that may affect the District’s educational community.

Digital Etiquette and Citizenship

The etiquette for digital communications is very similar to the etiquette appropriate for face-to-face communications at school. For example, digital communications should always be honest and polite. Similarly, and by way of example only, digital communications should not include statements, information or other material that is, or reasonably may be considered, as illegal, obscene, profane, lewd, rude or disrespectful.

Digital Law

There are laws intended to apply directly to digital information and communication technology and laws that apply indirectly to digital information and communication technology, regardless of whether they were specifically intended to do so. Those who choose to use private or District provided or supplied equipment and networks are individually responsible for compliance with all applicable legal requirements. The laws District users will most commonly encounter include the following, but are not limited to those cited below.

Fourth Amendment

The Fourth Amendment to the federal constitution, and its counterpart in the Michigan constitution, prohibit unreasonable searches and seizures. Information technology provided, owned or supported by the District is routinely monitored by the District and no user of such technology has a reasonable expectation of privacy in the digital information transmitted or stored. Therefore, the District may, without notice, search, seize, copy, modify or destroy digital information transmitted by or stored in information technology provided, owned or supported by the District. The District may also search privately owned information technology on District premises, in District vehicles and/or at District related events if the District has reasonable suspicion that evidence of a violation of the law or a violation of District policies or administrative procedures may be found on such privately owned technology. The scope of the search should be consistent with the scope of the District’s reasonable suspicion. Consistent with Michigan law, District staff may not search the private social media and private email accounts of students without the permission of the Superintendent or their designee.

¹ The phrase “digital information and communication technology” is intended to be broadly construed. By way of example, and not limitation, “digital information” means any communication generated, transmitted or received by a network or device capable of generating, transmitting or receiving digital information. Similarly, “information technology” means any network or device capable of generating, transmitting, or receiving digital information.

FERPA (Family Educational Rights and Privacy Act)

FERPA is a statute that, among other things, protects the privacy rights of students and families with respect to education records. The District's FERPA policy may be reviewed at www.Uticak12.org. The District and District staff must comply with the District's FERPA policy. Compliance with the District's FERPA policy includes not disclosing information protected by FERPA through digital communications.

Copyright Laws

Federal and state copyright laws protect the intellectual property of companies, artists, musicians, and writers, among others. District users may not use information technology to violate copyright laws. Additionally, in the absence of a written agreement to the contrary, the District owns all works that are created on District time or using District resources, including information technology provided, owned, or supported by the District.

FOIA (Freedom of Information Act)

FOIA is a Michigan statute that, according to its terms, may require the District to provide the public with information, including digital information, the District uses or maintains for educational purposes. There are several exceptions to FOIA, including information protected by FERPA, discussed above. At the same time, District staff, parents, guardians and students should be aware that District-related digital communications regarding students that are not covered by FERPA may be subject to disclosure under FOIA.

CFA (Campaign Finance Act)

Michigan's CFA, subject to several exceptions, prohibits the use of District resources, including digital communication and information technology, to support or oppose political candidates and ballot issues.

District Policy and Administrative Procedures

Digital communication and information technology must be used consistent with all District policies and administrative procedures, including the District's Student Code of Conduct.

Student Responsible Use

A core value of Utica Community Schools is for “technology to support and enhance instruction, business operations, research and communications” (*Reaching Higher*, p.2). It is necessary that we provide students’ opportunities to digitally research, collaborate, gather information and publish in diverse media formats. Recognizing that technology is reshaping the lives of our students as well as application of daily operations, it is important that all students develop digital citizenship skills as described in the following agreement.

The following additional rules should be observed also when using privately owned information technology on or off District premises accessing information technology and resources owned or supported by the District, some of which are implicit in these administrative procedures:

I am responsible for:

- Privately owned devices used at school and understand that I may not use privately owned information technology at school without the permission of a District staff member.
- Appropriate conduct on the District network and understand that I may not connect or network privately owned information technology to information technology provided, owned or supported by the District without the permission of a District staff member.
- Following Board policy, Administrative Rules and Regulations, and school procedures when using UCS technology and networks and when publishing school work online. I understand that it is unsafe to post any personal information about myself and others, including but not limited to my address, phone number or school. I will not post photos or videos of students with either their first or last names on any online site without the permission of the parent/guardian or the student if age 18 and older.
- Respecting the intellectual property rights of others. I will obey copyright laws. I will not plagiarize or use another’s work without proper permission and citation.
The following additional facts and rules should be considered or observed when using information technology provided, owned or supported by the District.
- From time-to-time information technology does not work properly or “crashes.” The District is not responsible for digital information that is damaged, destroyed or delayed retrieval when information technology does not work properly or crashes.
- Assigned users may not download software or other applications without the permission of District staff.
- No person may access or attempt to access systems, information or data to which they are not entitled.

- Individual users are responsible for all digital information sent from or found or stored on their assigned accounts. Therefore, individual users should not divulge their passwords to others or permit others to use their assigned accounts at their own risk. Individual users should also “log-off” after using their accounts. Individual users who believe their information technology or accounts have been used by others or “hacked” must immediately report that fact to a District staff member.
- Information technology, including software, provided, owned or supported by the District may not be modified.
- Information technology provided, owned or supported by the District may only be used for educational purposes and may not be used for personal purposes.
- Those who use information technology provided, owned or supported by the District are financially responsible if the information technology is damaged or destroyed and for all actual attorneys’ fees and costs incurred if the District is required to file an administrative complaint or civil action to enforce financial responsibility.
- The District reserves its full right to prohibit or limit the use of information technology provided, owned or supported by the District, when warranted by the facts and circumstances.
- Information technology, public or private, may not be used to access or transmit information and material that is otherwise not appropriate in the educational environment; such as, but not limited to, information and material that is, or may reasonably be perceived to be, illegal, obscene, profane, lewd, pornographic, rude or disrespectful.

Rules and Regulations Superintendent of Schools
Adopted: 5/24/04
Re-Adopted: 6/11/2007
Revised: 2/9/2015
Section 5000 Copyright 2011, Utica Community Schools

Student Device Agreement for Students under Age 18

All Student users of a Device are required to sign this Student Device Agreement (the "Agreement") in order to receive authorization to use the Device. Utica Community Schools (the "School District") does not authorize any use of the Device which are not conducted in strict compliance with this Agreement and the School District's Procedures for the Acceptable Use of District Technology Resources. Your signature below indicates that you have read the terms and conditions of this Agreement and the School District's Procedures for the Acceptable Use of the District Technology Resources carefully and understand their significance.

1. I have reviewed and will abide by the Procedures for the Acceptable Use of District Technology Resources at all times.
2. I will take good care of my assigned Device and accessories.
3. I will keep my Device secure at all times.
4. I will not loan my Device to anyone.
5. If I will be taking the Device home, I will bring my Device to school fully charged and ready for use each day.
6. I will not disassemble, repair, damage, hack or subvert the security of the Device.
7. I will not have my Device out in bathrooms or locker rooms.
8. I agree to abide by all policies governing the use of my Device, both in school and outside of school.
9. I understand that my Device is subject to inspection by staff at any time and that it remains the property of the School District.
10. I understand that I am responsible for any damage to or loss of the Device.
11. I will file a report with the main office in the event of loss/theft/damage/equipment failure within one school day. I will file a police report in the event the Device is lost or stolen.
12. I will return the Device, case and cables in good working order as directed.
13. I consent to, and understand that, the School District may collect and examine the Device when a student is suspected of violating the School District's policies, rules and procedures.
14. I understand and agree that the School District assumes no responsibility for my use of the Device and I assume the risks associated with use of the Device including, but not limited to, intentionally or unintentionally gaining access to information and communications that I find inappropriate, offensive, controversial, or otherwise objectionable.
15. I understand that cyberbullying is when a child, preteen or teen is tormented, threatened, harassed, humiliated, embarrassed or otherwise targeted by another child, preteen or teen using the Internet, interactive and digital technologies or mobile phones. The District reserves the right to discipline students' actions taken on or off school grounds if they are intended to have an effect on a student or they adversely affect the safety and well-being of a student.
16. I understand that violating the School District's Procedures for the Acceptable Use of District Technology Resources may result in having my use privileges of the School District's Device suspended or revoked, and that I may be further subject to disciplinary action, in accordance with the School District Student Code of Conduct, or other legal action.

I agree to the terms set forth in the Student Device Agreement and will abide by the Utica Community Schools Procedures for the Acceptable Use of District Technology Resources, the Parent & Student Handbook, and all Board Policies.

Printed Name: _____

Student Signature: _____ Date: _____

Parent Device Agreement and Release for Students under Age 18

1. I/We have read and understand the terms of the Procedures for the Acceptable Use of the District Technology Resources and the Student Device Agreement and have discussed them with my/our child.
2. I/We have read and understand the terms of the Parent Device Agreement and Release.
3. I/We consent to and understand that School District staff may monitor my/our child's electronic communications, including e-mail and files that he/she downloads, as well as consent to allow my/our child to use the Device and I/we assume the risks associated with my/our child's use of the Device.
4. I/We have discussed the Student Device Agreement with my child and, if my child will be taking the Device home, will support the School District in guiding my child in using the Device outside of school as an educational tool.
5. I/We understand that I am responsible for monitoring and guiding my child's activity outside of the school day to ensure appropriate access to the Internet and use of the Device.
6. I/We understand that I, and/or my student are financially responsible for damage to or the loss of the Device, as well as for any costs incurred due to my student's use of the Device.
7. I/We hereby agree to release, indemnify and hold harmless, in both my/our personal capacity, and as guardian of my/our child, the School District as well as its board members, school teachers, employees administrators, and adult volunteers, from any claims arising out of my/our child's violation of, or conduct inconsistent with, the School District's Procedures for the Acceptable Use of District Technology Resources and the Student Device Agreement, including, but not limited to, claims arising from materials my/our child may download or relationships he/she may establish with people online, whether such claims arise from Internet use through school accounts or personal accounts.

Printed Name: _____

Parent Signature: _____ Date: _____

District Technology Resources Acceptable Use Agreement for Students Age 18 or Older

All Student users of Utica Community Schools (the "School District") Technology Resources are required to sign this Student Acceptable Use Agreement (the "Agreement") in order to receive authorization to use School District Technology Resources. The School District does not authorize any use of School District Technology Resources which is not conducted in strict compliance with this Agreement and the School District's Procedures for the Acceptable Use of Technology Resources. Your signature below indicates that you have read the terms and conditions of this Agreement and the School District's Procedures for the Acceptable Use of Technology Resources (located on the School District's website) carefully and understand their significance.

Student Acknowledgement and Release

I have read the School District's Procedures for the Acceptable Use of Technology Resources, the terms and conditions of which are incorporated herein by reference, and hereby agree to those conditions, rules, and regulations. By executing this Agreement, I expressly agree to be responsible for my use of School District Technology Resources in accordance with the School District's Procedures for the Acceptable Use of Technology Resources, and to assume all responsibility for any liability associated with my use of School District Technology Resources in violation of this Agreement. I consent to, and understand that, the School District may monitor my electronic communications, including logs showing my Internet access, e-mail, downloaded files and other uses of the Technology Resources of the School District. I consent to and understand that, the School District may collect and examine Technology Resources that are suspected of causing technology problems or were the source of an attack, hacking, virus, or other infection. I consent to, and understand that, the School District may collect and examine Technology Resources when a student is suspected of violating the School District's Procedures for the Acceptable Use of Technology Resources, the Student Code of Conduct, or Board policies. I understand and agree that the School District assumes no responsibility for my use of the Technology Resources and assume the risks associated with use of Technology Resources and the Internet, including, but not limited to, intentionally or unintentionally gaining access to information and communications that I find inappropriate, offensive, controversial, or otherwise objectionable. I understand that violating the School District's Procedures for the Acceptable Use of Technology Resources may result in having my use privileges of School District Technology Resources suspended or revoked, and that I may be further subject to disciplinary action, in accordance with the School District Student Code of Conduct, or other legal action.

I also hereby agree to release, indemnify and hold harmless the School District, as well as its board members, teachers, employees and agents, from any claims arising out of any illegal or inappropriate activities with which I have been involved or out of my violation of, or conduct inconsistent with, the School District's Procedures for the Acceptable Use of Technology Resources and/or this Agreement, whether such claims arise from Internet use performed on Technology Resources through school accounts or personal accounts.

Printed Name: _____

Student Signature: _____ Date: _____

Student Device Agreement and Release for Students Age 18 and Over

All Student users of a Device are required to sign this Student Device Agreement and Release (the "Agreement") in order to receive authorization to use the Device. Utica Community Schools (the "School District") does not authorize any use of the Device which are not conducted in strict compliance with this Agreement and the School District's Procedures for the Acceptable Use of District Technology Resources. Your signature below indicates that you have read the terms and conditions of this Agreement and the School District's Procedures for the Acceptable Use of District Technology Resources carefully and understand their significance.

1. I have reviewed and will abide by the Procedures for the Acceptable Use of District Technology Resources at all times.
2. I will take good care of my assigned Device and accessories.
3. I will keep my Device secure at all times.
4. I will not loan my Device to anyone.
5. If I will be taking the Device home, I will bring my Device to school fully charged and ready for use each day.
6. I will not disassemble, repair, damage, hack or subvert the security of the Device.
7. I will not have my Device out in bathrooms or locker rooms.
8. I agree to abide by all policies governing the use of my Device, both in school and outside of school.
9. I understand that my Device is subject to inspection by staff at any time and that it remains the property of the School District.
10. I understand that I am responsible for any damage to or loss of the Device. I understand that I, and/or my parent(s) or guardian(s) are financially responsible for damage to or the loss of the Device, as well as for any costs incurred due to my use of the Device.
11. I will file a report with the main office in the event of loss/theft/damage/equipment failure within one school day. I will file a police report in the event a Device is lost or stolen.
12. I will return the Device, case and cables in good working order as directed.
13. I consent to, and understand that, the School District may collect and examine the Device when a student is suspected of violating the School District's policies, rules and procedures.
14. I understand and agree that the School District assumes no responsibility for my use the Device or iTunes and I assume the risks associated with use of the Device and iTunes, including, but not limited to, intentionally or unintentionally gaining access to information and communications that I find inappropriate, offensive, controversial, or otherwise objectionable.
15. I understand that violating the School District's Procedures for the Acceptable Use of District Technology Resources may result in having my use privileges of the School District's Device or iTunes suspended or revoked, and that I may be further subject to disciplinary action, in accordance with the School District Student Code of Conduct, or other legal action.
16. I hereby agree to release, indemnify and hold harmless in my personal capacity the School District as well as its board members, school teachers, employees administrators, and adult volunteers, from any claims arising out my violation of, or conduct inconsistent with, the School District's Procedures for the Acceptable Use of District Technology Resources and the Student Device Agreement, including, but not limited to, claims arising from materials my/our child may download or relationships he/she may establish with people online, whether such claims arise from Internet use through school accounts or personal accounts.

I agree to the terms set forth in the Student Device Agreement and will abide by the Utica Community Schools Procedures for the Acceptable Use of the District Technology Resources, the Parent & Student Handbook, and all Board Policies.

Printed Name: _____

Student Signature: _____ Date: _____