

TECHNOLOGY ACCEPTABLE USE CONTRACT

TERMS AND CONDITIONS

Users of computing devices in the Division acknowledge and agree to the following:

Definition:

Computing Devices include but are not limited to: desktops, laptops, phones, tablets, and cloud-based services. Whether the device or service is owned by the division, student, or staff member, the procedures and guidelines below will apply when at school or during work.

1. Privileges

The use of computing devices at school is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. Each user will be part of a discussion with a Division staff member pertaining to the proper use of the network.

2. Acceptable Use

Use of computing devices must be in support of education and research and consistent with the educational objectives of the Division. Transmission of any material in violation of any federal or provincial regulation is prohibited. Acceptable use includes but is not limited to the following.

- 2.1 Users are responsible for their behaviour when using computing devices at school. Communications are often public in nature; therefore, school rules for behaviour and communication apply.
- 2.2 The privilege of using computing devices is given to users who agree to act in a considerate and responsible manner. For students, parent/guardian permission is required.
- 2.3 Beyond the clarification of such standards and procedures, the Division is not responsible for restricting, monitoring or controlling the communication of individuals utilizing the network.
- 2.4 Division staff, in supervisory positions, may review files and communications to maintain system integrity and ensure users are acting responsibly. Users shall not expect that files stored on Division servers will be private.
- 2.5 Users will not engage in:
 - 2.5.1 Illegal or unethical acts, including use of network access to plan or carry out any scheme to defraud or to obtain money, or other things of value by false pretences, promises or representations; or to damage or destroy computer-based information or information resources.

- 2.5.2 Sending messages and files containing any form of digital information or encoding that is likely to result in loss or disruption of the recipient's work or system.
- 2.5.3 Gaining access to any resources, entities or data of others for any purpose without authorization.
- 2.5.4 Transfer of commercial software, materials protected by trade secret or other copyright protected material.
- 2.5.5 Activities that are wasteful of network resources or that degrade or disrupt network performance including other networks and system accessed over the Internet.
- 2.5.6 Sending messages which include profanity, vulgarities or any other inappropriate language, sexual, racial, religious or ethnic slurs or other abusive, threatening or otherwise offensive language.
- 2.5.7 Downloading or transmission of pornographic, obscene or other socially unacceptable materials.
- 2.5.8 Plagiarism of information obtained via the Internet.
- 2.5.9 Playing on-line games that are not approved.
- 2.5.10 Using the Internet for the purpose of personal, business, or political gain.
- 2.5.11 Breaking confidentiality of any account or password or making them accessible to others.
- 2.5.12 Sharing accounts with anyone or leaving the account open or unattended.
- 2.5.13 Posting pictures or other information on the internet, that identify a student or staff member, without permission of the staff member or student's parent/guardian.
- 2.5.14 Using computing devices in testing or examination settings, unless students/staff have been given permission to do so.

3. Courteous Use

- 3.1 You are communicating with other people, not computers. Be careful what you say about others, as your messages reflect upon you. Do not use all capital letters as this is the Internet equivalent of shouting.
- 3.2 It is NOT acceptable to:
 - 3.2.1 Give out your log-in/password (account),
 - 3.2.2 Share your account,
 - 3.2.3 Use an account owned by another user,
 - 3.2.4 Harass someone, send spam or send nuisance messages,
 - 3.2.5 Attempt unauthorized access to any resource, or
 - 3.2.6 Hurt others.

3.3 Be polite; be considerate at all times when using the Internet.

4. Personal Safety (Students)

Think always of your own personal safety. Protect your privacy, as well as the privacy of others. Adherence to the following will promote personal safety.

- 4.1 Do not give out personal information (address, telephone number, parents/guardians work address/telephone number or name and location of your school) without parent/guardian and/or teacher permission.
- 4.2 Tell an appropriate person right away if you come across any information that makes you feel uncomfortable.
- 4.3 Students should never agree to get together with someone you “meet” on-line without first checking with parents/guardians.
- 4.4 Never send a personal image without first checking with parents/guardians and a teacher.
- 4.5 Do not respond to any messages that are mean or in any way make you feel uncomfortable. Report these to an appropriate person immediately.

5. Vandalism

- 5.1 Vandalism is defined as any malicious attempt to harm or destroy data of another user. This includes, but is not limited to, the uploading or creation of computer viruses, damaging computers, computer systems or computer networks.
- 5.2 Vandalism will result in cancellation of privileges and/or criminal charges.

6. Software

Software piracy and the illegal use, possession or installation of copyright software is strictly prohibited.

7. E-Mail (Staff)

Division e-mail is provided for the purpose of exchanging information consistent with the mission of the Division. Division e-mail cannot be used for private or commercial offerings of products or services for sale or to solicit products or services, or for political purposes.

- 7.1 Email messages sent and received through the Network are backed up and retained for seven (7) years.

8. Enforcement

Any violation of Administrative Procedure 140 – Acceptable Technology Use or this contract or of the laws pertaining to the use of computing devices and information contained within them are strictly prohibited. Anyone found to be in violation of this agreement or any such laws may be subject to revocation of access privileges and disciplinary action. The Division may initiate appropriate legal or criminal proceedings in relation to any such violations.

8.1 Failure to adhere to this Technology Acceptable Use Contract may result in suspension or revocation of the offender's privilege of access. Inappropriate use may result in disciplinary and/or legal action.

9. Use of Personally-Owned Technological Devices

Users understand that bringing their own personally-owned computing devices is at their own risk. Damage, wear and tear, or loss of personally-owned computing devices is not the responsibility of the School or the Division. The Division will facilitate connectivity to the network but not be responsible for hardware, software or technical support.

If connecting to Division email through a personal computing device, it must be password protected and when a device is lost or stolen the user will notify the tech department who may be able to wipe the device remotely.

All staff and students will refrain from using devices for personal use during assigned instructional time.

10. Exception of Terms and Conditions

All terms and conditions as stated in this document are applicable to all Division users using computing devices on Division property or Division sponsored activities. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understanding of the parties. These terms and conditions shall be governed and interpreted in accordance with Canadian Laws.

Reference: Section 12, 60, 61, 113 School Act
Freedom of Information and Protection of Privacy Act
Canadian Charter of Rights and Freedoms
Canadian Criminal Code
Copyright Act
ATA Code of Professional Conduct

TECHNOLOGY ACCEPTABLE USE CONTRACT

For Staff Only:

I have read the procedure and acceptable use contract of Holy Family C.R.D. No. 37 and I understand fully and agree to abide by the principles and guidelines it contains. I have read and agree to refrain from those actions listed above which are considered unacceptable to proper use of the Internet and Division Network.

Employee Name (Please Print)

Employee Signature

Date

For Students Only:

I have read the procedure and acceptable use contract of Holy Family C.R.D. No. 37 and I understand fully and agree to abide by the principles and guidelines it contains. I have read and agree to refrain from those actions listed above which are considered unacceptable to proper use of the Internet and Division Network.

Student Name (Please Print)

Student Signature

Date

Parent Name (Please Print)

Parent Signature

Date

