

# SISSETON SCHOOL DISTRICT

## EFCD [Electronic File(s), Communication(s), and or Device(s)] Policy

Electronic file(s), communication(s), and or device(s) (EFCD) are critical 21<sup>st</sup> century tools. **The intent of the use of these school-sponsored tools is for the education of our students.** Any utilization of these school-sponsored tools shall be considered a privilege. Therefore, all school-sponsored EFCD must be used responsibly with respect and in accordance with the goals of Sisseton School District #54-2 (SSD#54-2). All terms, conditions, and restrictions governing use of school sponsored EFCD will follow the rules set forth in this policy.

Employees, students, and visitors are **encouraged** to use electronic files, communications, and devices (i.e., computer, e-mail, text messages, and the Internet) for educational purposes only, to further the educational goals and objectives of SSD#54-2. The intent of the use of district EFCD tools is for the general education of our students and day to day operations of our District, not for personal or private use, not for personal business unrelated to employment or education. The intent of allowing personal EFCD usage is to enhance personal (one to one) research and educational goals or objectives.

### 1. **Scope**

This policy applies to all forms of school-sponsored electronic file(s), communication(s), and or device(s).

This policy applies to all electronic device(s). This includes but is not limited to SSD#54-2 owned desktop computers, laptops, palm devices, cell phones, personal digital assistants, radios, servers, badge access units, and cameras.

This policy applies to, but is not limited to, the creation, storage, transmission, carrying, and or transportation of electronic file(s) and or communication(s) using school owned devices. This policy applies to all systems and subsystems. This includes but is not limited to login accounts, payroll, purchase orders, grade book, student information system, email, cellular access, internet and network access, wireless access, electronic signs, video surveillance, keyless door entry, school paging, district telephone, cellular phone, heating/cooling, parent notification, and social network sites.

This policy governs more than employee, student, and or visitor use of computers at SSD#54-2; but also, the...

- accessing of or use of devices owned by SSD#54-2 operated at any location
- SSD#54-2 systems or subsystems from any location
- use on SSD#54-2 premises, in SSD#54-2 vehicles, and or at SSD#54-2 sponsored events
- use of personal devices on campus in such a manner which causes or threatens to cause a substantial and material disruption at school or interferes with the rights of student(s) to be secure or in a manner determined to be harassment or bullying.

### 2. **General Expectations of End Users**

Employees, students, and visitor(s) are to act knowledgeably in a responsible, ethical, professional, and legal manner. Everyone shall be wholly and totally responsible for their usage and possession of all school-owned or maintained EFCDs.

This policy applies to virtual as well as physical visitors.

Important critical EFCDs are often communicated via email, paging, phone calls, text messaging, electronic bulletin board, badge swiping, video surveillance, etc. It shall be expected that all employees regularly check school-owned devices for SSD#54-2 communications. In addition to fulfilling educational and role-oriented tasks, every employee, student, and or visitor shall be required and expected to help maintain the overall security and integrity of our systems by reporting any misuse, malfunction, and or security-related issues to the appropriate building office.

### 3. **Defense Against Threats**

By connecting our educational entity to the internet, SSD#54-2's objective is (but the district cannot guarantee) system availability, data integrity and privacy, user authentication and transaction non-repudiation across all school-owned systems and services, across all school-owned devices, across all school-owned communications, for all employees, students, and or visitors. SSD#54-2 will attempt to protect employees, students, and visitors against the threat of external infiltration by those who have an adversarial goal of obtaining, manipulating, or destroying critical information, or destroying our critical learning environment.

In an overall defense strategy, each individual student, teacher, staff, and visitor shall be responsible for their actions, their devices, and all associated EFCDs (i.e., transmitted, received, stored, in possession, etc..).

With regard to protecting employees, students, and visitors against the possible threat of internal violation(s) by another employee, student, and or visitor with an intentional or unintentional goal of obtaining, manipulation or destroying critical information or destroying our critical learning environment, or illegally sharing copyrighted materials, all employees, students, and visitors shall comply with all SSD#54-2 policies and with expected standards of professional and personal courtesy and conduct.

#### **4. Authorized-only Access**

Employees, students, and visitors agree to access SSD#54-2 systems and services by permission. Permission may be controlled through a series of authorizations including but not limited to network authentication, computer to domain authentication, group policy, employee's or student's domain login account, account passwords, and with expected standards of professional and personal courtesy and conduct. Any uncertainty regarding permission shall be clarified prior to use.

Every employee and student shall be required to sign an EFCD Usage Agreement prior to bringing or using any school owned EFCD. The responsibility of each employee, student, and or visitor shall include the protection of the confidentiality of their authorizations (i.e., keys, badges, accounts, passwords). On a case-by-case basis, temporary access may be requested of, and granted by District administration. Possible reasons for this may include:

1. *Federal, State, or on-site contractors*
2. *Software and/or hardware support agencies*

#### **5. Right to Monitor**

With regards to all EFCD, SSD#54-2 grants no offer of, nor rights to, privacy related to use of school-owned EFCDs.

All electronic transmission systems and services used at SSD#54-2 are owned by the State or District and are therefore their property. This entitles SSD#54-2 to reserve the right to monitor all information passing through or stored in its systems. Internet traffic may be analyzed, or e-mail messages may be read during the normal course of managing the internet systems and services, or while ascertaining whether this EFCD Policy or any other District Policy or law is being violated. Back-up copies of e-mail messages do exist, despite end-user deletion.

#### **6. Internet Safety, Information Disclosure, Confidentiality, and Harassment**

Each individual employee, student, and or visitor using school-owned devices shall be considered bound to comply with all District, County, State, and Federal laws including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Health Information Portability and Accountability Act (HIPPA), Title IX (Sexual harassment), Title XVII Children's Internet Protection Act (CIPA), S.D. Codified Laws (§ 22-19A-1 § 49-31-31) and all SSD#54-2 policies.

SSD#54-2's primary duty, and thus the duty of each individual employee, student, and visitor, shall be to provide for and maintain a safe and secure learning environment for the entirety of all employees, students, and visitors, both physically and virtually. Within this duty,

1. No employees, students, and/or shall access, create, bring onsite, or transport pornographic or other inappropriate, non-educational materials, specifically including, but not limited to, any such materials as may be prohibited by local, county, state and federal laws.
2. All students must obtain written parental permission for use of school-owned/provided EFCD. This signed parental permission EFCD form must be returned to the school and placed on file prior to any student use of school-owned/provided EFCD. Parent(s) and legal guardian(s) have the right to revoke their signed EFCD permission.
3. The use of school-owned/provided by students at school or at school activities is subject to school employee supervision and monitoring for the purpose of educational 21st century skill development has the right to deny any and all EFCD during their time of instruction, transportation, and or supervision of any individual or group of students.

All use of school-owned/provided EFCDs, stored or in transit, may be manually or automatically scanned, monitored, reviewed, and or otherwise supervised during any or all times for the purposes of ensuring system availability, data integrity and privacy, user authentication, transaction non-repudiation, policy compliance, and or ensuring a conducive educational environment.

#### **7. Inappropriate Use**

EFCDs shall not be used for purposes that could be reasonably expected to cause excessive strain on systems. Individual use of EFCDs will not interfere with others' use and enjoyment of the same educational environment. Neither employee, student, nor visitor owned devices will be used in conjunction with the broadcast, delivery and or presentation of classroom curriculum where student(s) are, or could reasonably be assumed to be, in attendance.

***Note: Any uncertainty about appropriate vs. inappropriate use should be resolved prior to use by checking with the user's teacher, supervisor, or tech staff.***

If the District determines that an employee, or student has violated this EFCD policy, he/she could be subjected to discipline, including reduced or eliminated Internet or school owned/sponsored EFCD privileges and/or discipline up to and including an employee's dismissal or a student's expulsion. Visitor use of school owned/sponsored Internet or other EFCD privileges may be reduced or eliminated, and visitors may be denied access to school property.

Authorized access will be terminated when the employee, student, or visitor terminates their association with SSD#54-2, unless other arrangements are made. All EFCDs associated with SSD#54-2 shall be returned to and remain the property of SSD#54-2. SSD#54-2 shall be under no obligation to store or forward the contents of an individual's school owned/provided EFCDs, including e-mail inbox/outbox/contacts, after the terms of their association has ceased.

**ANNUAL EFCD [Electronic File(s), Communication(s), and or Device(s)] USAGE AGREEMENT**

User's Full Name (please print) \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

I am: \_\_\_\_\_ Employee \_\_\_\_\_ Student \_\_\_\_\_ Other

I have read, understand, and will abide by the Electronic File(s), Communication(s), and or Device(s) Policy. I further understand that any violation of these regulations the policy may result in disciplinary action and may constitute a criminal offense. Should I commit any violation of this agreement, my access privileges may be revoked, and I may be subject to appropriate legal/disciplinary action.

As a student, any violation of the policy may be considered disobedience and defiance of the authority of school personnel and may result in disciplinary action to include suspension or expulsion.

As a School District employee or visitor, any violation of the policy may result in disciplinary action as deemed appropriate by the district administration.

\_\_\_\_\_  
Employee, Student, Visitor Signature Date

**Parent or Guardian** (If user is under the age of eighteen (18), a parent or guardian must also read and sign this agreement.)  
As the parent or guardian of this student, I have read the Electronic File(s), Communication(s), and or Device(s) Policy. I understand that school-owned/provided EFCD's are for educational purposes, and Sisseton School District 54-2 has taken reasonable precautions to eliminate controversial materials. I will not hold the district responsible for inappropriate EFCDs acquired by my child intentionally or unintentionally.

Parent's or Guardian's Name (please print) \_\_\_\_\_

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

**PHOTO/INFORMATION RELEASE AGREEMENT**

User's Full Name (please print) \_\_\_\_\_

I am: \_\_\_\_\_ Employee \_\_\_\_\_ Student \_\_\_\_\_ Other

**I DO** hereby give my permission to the Sisseton School District to use my photograph / or name in official school publications including activity programs, the school newspaper, school yearbook, official social media accounts and the school website. I do hereby release the Sisseton School District and persons acting on its behalf of any harm that may occur after the use of said photograph / or name. Accordingly, the Sisseton School District agrees to use any photographs / or name only in the manner described in the above statement.

**I DO NOT** hereby give my permission to the Sisseton School District to use my photograph / or name in official school publications including activity programs, the school newspaper, school yearbook, official social media accounts and the school website. I do hereby release the Sisseton School District and persons acting on its behalf of any harm that may occur after the use of said photograph / or name. Accordingly, the Sisseton School District agrees to use any photographs / or name only in the manner described in the above statement.

\_\_\_\_\_  
Employee, Student, Visitor Signature Date

**Parent or Guardian** (If user is under the age of eighteen (18), a parent or guardian must also read and sign this agreement.)

Parent's or Guardian's Name (please print) \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_