

Technology Responsible Use Guidelines

(for digital devices, network, and internet services owned and leased by the Hawaii State Department of Education for its students)

1) Introduction

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

Parents and legal guardians (hereafter collectively referred to as "parent" or "parents"), with their child, should review the guidelines and sign the Technology Responsible Use Form ("TRUF"), which should be returned to the child's school by a date as specified by the school but not later than 30 days from date of distribution to the student. The signed forms constitute an understanding and an agreement to abide by all rules, regulations, and guidelines relating to the use of HIDOE-owned or leased digital devices, network, and internet services, which may be modified or expanded as needed by HIDOE. The most recent version of these guidelines is available at <http://bit.ly/FERPAHI>.

2) Using technology is a responsibility and opportunity for our students

The use of HIDOE-owned or leased digital devices, network, and internet services is a privilege, not a right. The duty to educate students about responsible and appropriate use of the Internet and digital devices is shared by parents, teachers, and schools. It is the responsibility of students and parents to ensure that HIDOE-owned or leased digital devices, network, and internet services are used in accordance with these responsible use guidelines.

3) Monitoring for student safety

Devices and accounts accessing HIDOE Internet and Networks are the property of HIDOE. HIDOE monitors 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 at its discretion will alert appropriate law enforcement authorities of suspected illegal activity involving the use of the digital devices and network and 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 records used on HIDOE devices and accounts to maintain the integrity of the network, to repair a HIDOE digital device, investigate a violation of these guidelines, and to ensure that the digital device is being used responsibly.

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, Hawaii Administrative Rules (HAR), Title 8, Chapter 19, entitled "Student Misconduct, Discipline, School Searches and Seizures, Reporting Offenses, Police Interviews and Arrests, and Restitution for Vandalism." Those can be viewed here (<http://bit.ly/HARChapter19>) or you can obtain a copy at your school.

HIDOE shall determine the appropriate disciplinary action for any prohibited student conduct. HIDOE reserves the right without notice to freeze and delete an account that is engaging in activities that violate HIDOE's policy. HIDOE reserves the right to disconnect any device that is the source of spamming, 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 may only use electronic devices in the classroom authorized by the teacher.
- C) An assigned HIDOE digital device may be used only by the assigned student. The assigned student shall not allow others to use the 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. Never share your username and password(s) with anyone (even best friends) other than your parents or guardian.
 - i) In the event the student has forgotten their username or password, contact the teacher for assistance.
 - ii) If the student's username or password has been locked or inadvertently shared with others, contact the teacher for assistance. The teacher may need to seek technical support.
- F) HIDOE assumes no responsibility for any unauthorized charges made by students on HIDOE devices, internet services, and/or network 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 it 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) will 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." View Chapter 57 here (<http://bit.ly/HAR8Chapter57>) or ask for a copy at your school. Replacement or repair cost depends on the severity of the damage.
 - ii) If a student's device is lost or stolen, the student and/or parent 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, and 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 educational. 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) Protection of student 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, Network, 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, 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.
 - vii) If a student believes that their user account and password has been compromised they should immediately contact their teacher or school administrator.

8) Unauthorized Uses of the Internet or HIDOE Digital Device

A) 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 to harass another person or group (i.e., cyberbullying). Students are to report any conduct they feel can be defined as harassment to a 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.

B) 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 not duplicate or distribute unauthorized copyrighted or licensed materials.

C) 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.

D) 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 using HIDOE 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.

E) Device and network security

- i) Students shall not attempt to hack or otherwise breach security of any HIDOE-owned or leased digital devices, HIDOE servers, or any other user's account.
- ii) 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.

F) Use of the HIDOE network or a HIDOE digital device for any unlawful purpose is prohibited.

Technology Responsible Use Guideline (TRUG) and Technology Responsible Use Form (TRUF)
Frequently Asked Questions

1. Why is the document long and wordy?

ANSWER: In 2015, three documents were combined into one, emphasizing the important and significant safety and secure computing reminders. The three documents were the Digital Device Usage Policy (DDUP), Student Internet Use Guidelines, and the Network and Internet Server Acceptable User Guidelines. Duplicative statements were eliminated and in some cases the statements were clarified.

2. Why was the TAUG renamed?

ANSWER: This document represents a shared responsibility among the student, parent/guardian and school. Furthermore, research shows best practices in the Education Industry highlights the need to educate students on responsible use and not only what is deemed to be acceptable actions. Therefore the Guideline was renamed, Technology Responsible Use Guideline ("TRUG") and Form is renamed to the Technology Responsible Use Form ("TRUF").

3. In this 2016 version, the form is separate from the notification. Explain why.

ANSWER: To align to other Student Privacy documents and forms, the notification to parents was created into its own guideline document.

4. Does the student AND the parent/guardian need to sign the TRUF?

ANSWER: If the student is 18 years or older, they are considered an eligible student. Therefore, the parent of an eligible student does not need to sign the form but can if they choose. Students are asked to sign the form along with their parent/legal guardian to heighten their awareness of technology and the safe use of the Internet.

5. What happens if student does not return the form?

ANSWER: School personnel is to remind the student and the parent of the importance of returning the form. Clarify if the parent/guardian forgot or will not provide permission. If form is misplaced or they forgot, school personnel may need to send home an additional form or have the parent print the form at home.

6. Parent refuses to sign the form. What does the school do?

ANSWER: School is to make alternate arrangements by working with HIDOE branches or vendors for paper versions of the curriculum or assessment. An option is to have a school staff member log in for the student and frequently monitor the usage at school. Parents should be made aware that if they do not agree to the TRUG, *the child may be subject to:*

- *Limited access to programs*
- *Denial of free-time Internet privileges*
- *Reduction in computer time*
- *Denial of digital device take-home privileges*

7. Parent wants to know how much the replacement cost of the device will be before signing the form.

ANSWER: Difficult to answer because the cost varies with the equipment being replaced. The school will inform the parent of the replacement cost once the costs are known.

8. Now that the form is valid for the duration of the student attending that school, what happens with the student transfers to a new school?

ANSWER: Whenever a student transfers to another school, a copy of the latest TRUG must be provided and a new TRUF must be signed by the parent/guardian or eligible student.

9. What happens if that transferred student comes back to the previous school?

ANSWER: If the previous school is able to find this student's TRUF and verifies that it has been signed within the last 12 months, the TRUF is still valid. If the form cannot be located or it is older than 365 days since signed, a new TRUF is to be signed and filed with the school that the student transferred back to.

10. What if the TRUG has been revised since the TRUF has been signed when a student remains at the same school. Does a new TRUF have to be signed?

ANSWER: The revised TRUG must be provided to the parent/guardian or eligible student and the TRUF must be re-signed. There will be a DOE Memo for reference in the event this occurs for specific directions.

11. Parent has rescinded the signing of the TRUF. What does the school do with the signed form?

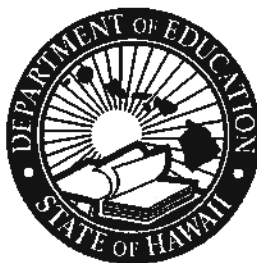
ANSWER: School is to maintain all versions of the TRUF until student completed transition to the next school.

12. What materials are available for Elementary school students to help with explaining the TRUG to them?

ANSWER: A one-page, double-sided Elementary Student Matching Activity was created, with help from State Resource Teachers, to aid in aligning the TRUG with General Learner Outcome #6 – ***Effective and Ethical User of Technology***. Elementary and a few secondary schools have been teaching to GLO#6 as it is measured in the student's report card (<http://reportcard.k12.hi.us>).

13. Why can't these documents and forms be available online instead of having the schools distribute these to the students to take home?

ANSWER: Data Governance and Analysis Branch is exploring several options to determine the feasibility. However, not every home has access to the Internet. Therefore schools are requested to make hard copy of the TRUG and TRUF available.



Technology Responsible Use Form

(for digital devices, network, and internet services owned and leased by the
Hawaii State Department of Education for its students)

Each student and his or her parent(s)/guardian(s) ("parent" or "parents") must review the *Technology Responsible Use Guidelines for digital devices, network, and internet services owned or leased by the Hawaii State Department of Education for its students*, known as "Technology Responsible Use Guidelines" or "TRUG", and sign this "Technology Responsible Use Form" or "TRUF" for access to digital devices, internet and network services, including online educational services.

STUDENTS who will be using Hawaii State Department of Education (HIDOE) owned or leased digital devices, network, and internet services:

- I have read the Technology Responsible Use Guidelines (RS 17-0051) in the separate document and agree to, and will abide by, its terms/guidelines stated therein, and as may be subsequently modified.

As a PARENT, 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 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.
- I have discussed the TRUG with my child and, therefore:
 - If available at the school, I agree that my child be assigned a HIDOE-owned or leased digital device;
 - I agree that my child be allowed access to HIDOE's internet/network services; and
 - I agree that my child be allowed access to the online educational services provided by the school.
- I understand that all software loaded on the device upon issuance to the assigned student is the property of the HIDOE. Copying this software to another device is not permitted and may violate copyright laws. Students/parents should not download or install any software on this device other than printer drivers for home printing or software specifically for access to a home network.
- By signing below, I, in consideration of HIDOE providing my child with HIDOE network and Internet access, agree 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, Network, and Internet. I shall assume responsibility for any damages to HIDOE-owned or leased digital devices while the student is using it, including 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 signing below.

This TRUF is valid for the student while attending _____, unless rescinded by the parent or the TRUG has been revised.

(school name)

Student Signature	Printed Name & Student ID#	Date
Parent/Guardian Signature	Printed Name	Date
Parent/Guardian Signature	Printed Name	Date