

### **Acceptable Use Terms & Conditions**

The 21st Century Learning and Technology Policy and associated policy directives contain standards of behaviour that supplement expectations set out in the Hamilton-Wentworth District School Board (HWDSB) Code of Conduct.

Policy directives outline the steps for a policy's implementation. For the 21st Century Learning and Technology Policy, these directives include Privacy, Authorship & Ownership, Identity, Credibility and Positive Participation.

HWDSB provides Internet access as well as digital tools and resources for educational purposes. The Board holds users of these tools and resources accountable for their behaviour, in accordance with the policy directives noted above, the HWDSB Code of Conduct and other associated policies.

### **Third-party Tools and Resources**

By accessing digital tools/resources, HWDSB students/staff agree to abide by the Terms of Service of these tools. Users also acknowledge that, where applicable, parents/guardians consent to the use of these tools if this is a requirement of the terms of service. These terms apply to all software at the link:

<http://www.hwdsb.on.ca/learning/21st-century-learning/>

HWDSB will notify students/parents when a course of instruction involves additional digital resources requiring students or parents to provide additional consent.

- I agree to the Terms of Service Agreements of the digital tools and resources used to help support my child's education at HWDSB, in the cases where specific parental consent is required. Or, I am over 18 and I agree to the Terms of Service Agreements of the digital tools and resources used to help support my education at HWDSB, in the cases where specific consent is required.

### **Privacy and Collection of Personal Information**

HWDSB is committed to protecting privacy in accordance with its obligations pursuant to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, which governs the collection, use and disclosure of personal information by HWDSB.

Further to HWDSB's general notice of collection (<http://www.hwdsb.on.ca/board/freedom-of-information/>) and without limiting same, personal information (such as videos and photographs) may be collected and used for purposes such as the following:

- School activities may be reported in school and Board newsletters, and on school and Board websites. Individual students may only be identified with appropriate consents
- The media, such as newspapers, television and radio, may be invited to the school for the purpose of reporting on newsworthy events or activities. Their reports may include non-identifying photos or videos of groups of students. Individual students would only be identified with appropriate consent
- Students participating in extracurricular activities or events where the public is invited, may be photographed, videotaped and/or reported on the media, school and Board newsletters and school and Board websites
- Students may be recorded or photographed by their instructor in school or during



school activities as part of their educational program.

- Students may participate in video conferencing to support school or classroom programs and activities
- Student names, photographs and/or video-recording may be used in support of school programs including graduation, school plays, student awards, school brochures, honour rolls and classroom assignments
- ❑ I consent to my child's photograph or video likeness being used in the scenarios mentioned above. Or, I am over 18 and I consent to my photograph or video likeness being used in the scenarios mentioned above.
- ❑ I consent to my child being identified by name in the scenarios mentioned above (ie: in news articles, website posts, social media). Or, I am over 18 and I consent to being identified by name in the scenarios mentioned above (ie: in news articles, website posts, social media).

Questions regarding the information contained in this notification or MFIPPA in general may be addressed to Jackie Penman, Manager of Corporate Communications, at [jpenman@hwdsb.on.ca](mailto:jpenman@hwdsb.on.ca). Any concerns regarding the sharing of personal information in any or all of the above-mentioned instances can be addressed by contacting the school principal.

### **Creative and Academic Works**

HWDSB acknowledges that students/staff are the authors of their creative and academic work.

By giving consent below, the undersigned recognizes that creative/academic work may be used and made public in a variety of spaces, including but not exclusive to: a school yearbook, school, community, news publications/broadcasts, classroom websites/blogs and video projects, other web resources, classroom social media accounts (e.g. Twitter, YouTube, etc.) and art exhibits.

Unless otherwise indicated, I license the use of these artifacts pursuant to the Creative Commons License set forth at:

<http://creativecommons.org/licenses/by-nc-nd/4.0/>.

- ❑ I consent to the use of my child's creative and academic work in scenarios mentioned above. Or, I am 18. I consent to the use of my creative and academic work in scenarios mentioned above.
- ❑ I consent to my child being identified by name as the author/creator of publicly shared creative and academic work in scenarios mentioned above (e.g. in news articles, website posts, art exhibits, etc.) Or I am 18 and I consent to being identified by name as the author/creator of publicly shared creative and academic work in the scenarios mentioned above (ie: in news articles, website posts, art exhibits etc.)

### **Liability**



Each of the undersigned hereby releases and holds harmless HWDSB and its employees, agents, officers and Trustees from any damage, expense, injury, claim or loss incurred as a result of:

- (a) The student's failure to comply with the terms and conditions contained herein, including the appendices, or any applicable HWDSB policy; or
- (b) The student's wilful misconduct or negligent acts and omissions in using the digital tools and resources offered to the student for use in educational purposes, including without limitation, use in a manner inconsistent with the standards of behaviour set forth in Appendix A hereto.

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE THAT ANY FAILURE TO COMPLY WITH THE TERMS & CONDITIONS SET FORTH HEREIN MAY RESULT IN THE LOSS OF PRIVILEGES OF A STUDENT AND SUCH OTHER DISCIPLINARY MEASURES DEEMED APPROPRIATE BY HWDSB.

We have read, understand and agree to the above terms and conditions:

Student Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Student's Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Date: \_\_\_\_\_