

MINISTER'S DIRECTIVE

No. MD 2024 - 06

Responsible Use of Communication and Information Technology

Pursuant to clause 4(2)(j) of the *Education Act* R.S.P.E.I. 1988, Cap. E-.02, I hereby issue the following Minister's Directive respecting responsible use of Communication and Information Technology:

1. In this Minister's Directive,
 - (a) "Communication and Information Technology" or "CIT" means any electronic device that will store, retrieve, manipulate, transmit, or receive digital information, and for greater clarity includes hardware, local and Internet network infrastructure, an operating system, networking, and application software;
 - (b) "Digital Citizenship" means norms of responsible behaviour related to the appropriate use of technology;
 - (c) "Cover Letter" means a letter similar to the sample cover letter attached to this Minister's Directive;
 - (d) "*Responsible Use Agreement*" means the agreement attached to this Minister's Directive;
 - (e) "*Expectations for Students*" means the document attached as Schedule A to the Responsible Use Agreement.
2. An education authority is expected to establish policies and procedures for use of CIT within the schools operated by the education authority that are consistent with this Minister's Directive.
3. At the beginning of each school year, the principal of each school shall designate those instructional staff responsible to:
 - (1) review the *Expectations for Students* with students;
 - (2) ensure that students and parents have signed and returned the *Responsible Use Agreement*;
 - (3) provide instruction to students with respect to Digital Citizenship.
4. (1) The principal of a school shall forward the following documents to the parent of a student who is enrolled at the school in accordance with subsection (2):
 - (a) *Cover Letter*;
 - (b) *Expectations for Students*;
 - (c) *Responsible Use Agreement*.

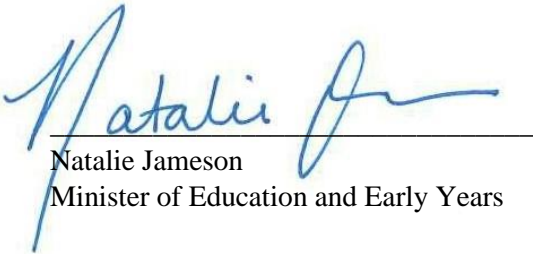
(2) The documents referred to in subsection (1) shall be forwarded to the parents of a student when

- (a) the student begins kindergarten or is initially registered in a school operated by the education authority; and
- (b) the student is registered to attend a school operated by the education authority at the Grade 4, 7, and 10 level.

- 5. Upon receipt of a signed copy of the *Responsible Use Agreement* from a parent of a student, the principal of a school or a person designated by the principal shall store the form per the Student Record Guidelines.
- 6. This directive replaces MD 21-03 (Responsible Use of Communication and Information Technology), which is hereby rescinded.

This Minister's Directive is effective the 16 day of July, 2024.

Dated at the City of Charlottetown, this 16 day of July, 2024.



Natalie Jameson
Minister of Education and Early Years

Attachments: Sample Cover Letter
Responsible Use Agreement
Schedule A: Expectations for Students

Sample Cover Letter

INSERT DATE

Dear Parents, Guardians and Students:

This letter is to inform you about access to Communication and Information Technology (CIT) at school. CIT means any electronic device that will store, retrieve, manipulate, transmit or receive digital information and for greater clarity includes hardware, local and Internet network infrastructure, operating system, networking, and application software.

For the 2024-2025 school year, students may be permitted to make use of Personally-Owned Mobile Devices for educational purposes, while in the classroom and under the guidance and instruction of teachers. When using any form of CIT, including a Personally-Owned Mobile Device, students must abide by Expectations for Students (Schedule A) and any relevant education authority policies and procedures.

Please discuss the Expectations for Students carefully with your child, then sign and return the Responsible Use Agreement to your school. Please note that no student will be provided with access to CIT until the signed Responsible Use Agreement has been returned to the school.

Using Communication and Information Technology

We want your child to learn about CIT, use it at school, and develop the attitudes necessary to become a responsible digital citizen. Access to CIT will also give your child new skills and opportunities to research and access additional learning materials.

While this provides many benefits to your child, there is some unacceptable material on the Internet. We have installed software to restrict access to this kind of material, but it could still be possible for students to find it either on purpose or by accident. The use of a virtual private network (VPN) or similar program is not allowed and will be deemed to be a purposeful act to access unacceptable material.

We provide all students with access to a computer network that houses educational software and give students access to the Internet and tools that allow them to work together for educational purposes which can be accessed from both in and outside of school. Parents/guardians should be aware that anyone who receives electronic communication from your child can obtain name and username plus any information included in the message.

Parents/guardians are encouraged to discuss the expectations outlined in Expectations for Students with your children and consider applying the same or similar expectations at home.

Please contact your child's teacher should you have questions or concerns. Thank you,

Principal

RESPONSIBLE USE AGREEMENT

Communication and Information Technology Responsible Use Agreement

Parents/guardians of a student in grades K to 12 and students who are in grades 4 to 12 must sign this agreement. *The Responsible Use Agreement* and the *Expectations for Students* will be forwarded to the parent/guardian of a student when (1) the student begins kindergarten or is initially registered in a school operated by the education authority, and (2) when the student is registered to attend a school operated by the education authority at the Grade 4, 7 and 10 level.

PARENT/GUARDIAN AGREEMENT (Parents/guardians of all students in grades K to 12)

I have read the *Expectations for Students* (Schedule A).

I understand and agree that my child will have access to CIT at school for educational purposes, and I consent to my child’s use of CIT for these purposes.

I understand that the Government of Prince Edward Island’s Department of Education and Early Years (the “Department”), the education authority, and the school staff have taken and will continue to take reasonable steps to block access to unacceptable materials. I understand that it is not possible to block access to all unacceptable materials, and I will not hold any school staff person, the education authority, or the Department responsible for materials that my child accesses by accident or on purpose. The use of a virtual private network (VPN) or similar program is not allowed and will be deemed to be a purposeful act to access unacceptable material.

I understand that my child will have access to the third-party services as described in the attached *Expectations for Students* (Schedule A). I understand that third-party services may store information about my child (name, email address, and date of birth) on servers outside of Canada, including any information that my child gives to that service. I understand that any information given to third-party services may be subject to foreign laws.

I understand and agree that if my child does not follow the *Expectations for Students* (Schedule A), CIT policies and procedures of the education authority, and any school rules put in place by the principal and/or supervising teacher, that the school may limit, suspend, or remove my child’s CIT privileges and/or the school may take disciplinary action or begin legal action against my child. This may include the release of information to the police or other investigators.

I understand that if my child is enrolled in grades 7 to 12 that they may be permitted to use a personally-owned mobile device for educational purposes. I understand that when using a personally-owned mobile device in school that my child must only use the device while connected to a school network to ensure that the necessary content filtering is in place. I understand that my child will have access to this network while in school, which includes outside of the classroom and not under the instruction of a supervising teacher and that all items outlined in *Expectations for Students* (Schedule A) applies to my child’s use of a personally-owned mobile device while on the school network, whether in or outside of the classroom.

I understand that I am responsible to provide for filtering technology when on a home network.

I understand that I may contact my child’s teacher with any questions about my child’s CIT use.

Child’s Full Name (print): _____
Parent’s/Guardian’s Name (print): _____
Parent’s/Guardian’s Signature: _____
Date: _____

STUDENT AGREEMENT (Students in grades 4 through 12)

I understand, agree with and will follow the *Expectations for Students* (Schedule A). If I break any of the *Expectations for Students*, CIT policies and procedures of the education authority, and any school rules put in place by the principal and/or supervising teacher, the school may limit, suspend, or remove my CIT privileges. The school may also take disciplinary action, and/or start legal action against me. This may include the release of information to the police or other investigators.

I understand that if I am enrolled in grades 7 to 12 that I may be permitted to use a personally-owned mobile device for educational purposes. I understand that when using a personally-owned mobile device in school that I must only use the device while connected to a school network to ensure that the necessary content filtering is in place. I understand that I will have access to this network while in school, which includes outside of the classroom and not under the instruction of a supervising teacher and that all items outlined in *Expectations for Students* (Schedule A) applies my use of a personally-owned mobile device while on the school network, whether in or outside of the classroom.

I understand that I may contact my teacher with any questions about my CIT use.

Student's Signature: _____

Date: _____

Please complete this form and return it to the school as soon as possible.

Schedule A

EXPECTATIONS FOR STUDENTS

Definitions

- (a) “Communication and Information Technology” (CIT) means any electronic device that will store, retrieve, manipulate, transmit, or receive digital information, and for greater clarity includes hardware, local and Internet network infrastructure, operating system, networking, and application software.
- (b) “Educational Purpose” means activities directly linked to curriculum related learning and instruction.
- (c) “Personally-Owned Mobile Device” means any user owned mobile device that will store, retrieve, manipulate, transmit, or receive digital information, and for greater clarity could include a smartphone, tablet, or laptop.
- (d) “School Premises” means a building under the management or operation of an education authority that is used in whole or in part for the instruction of students.
- (e) “Unacceptable Material” means material that may include, but is not limited to, audio and video recordings or photographs that violate the privacy of others, bullying related issues and any content related to pornography, racism, hatred, or any other inappropriate materials.

Expectations for Students

Parents/guardians should review the expectations with their child. Students should ask their parents/guardians or teacher about any parts that they do not understand.

1. Students will have access to CIT to support their learning in the classroom. Students and parents/guardians must sign the *Responsible Use Agreement* to demonstrate that they have read and understood the *Expectations for Students*. Students must return the agreement to their school.
2. Students may also have access to CIT outside the classroom and only material for educational purposes must be accessed whether inside or outside the classroom.
3. Students must comply with any CIT policies and procedures of the education authority and any school rules put in place by the principal and/or supervising teacher.
4. Students must protect their passwords and must not give their passwords to anyone. Students must not use a login or password that does not belong to them. Students must always log out of all programs or Internet sites after each use.
5. Students must not give out any information about themselves or other people to any person or system on the Internet unless it is part of an education activity that is under the supervision of a teacher.
6. Students will not input any personal or sensitive information, about themselves or others, into artificial intelligence systems. This includes, but is not limited to photos, names, addresses, phone numbers, and any other personally identifiable information.
7. Students will have access to a number of CIT tools and services that they will be expected to use for educational purposes. These tools and services include but are not limited to Google Suite (email, online documents, calendar, video, and other web-based applications). Google, and other providers, may store student information (name, email address, and date of birth) on servers outside of Canada, which may make that information subject to the laws of other countries. Students must be aware that storing information about themselves, or others, on foreign servers can create a privacy risk. Students

must carefully choose what to share with those services and should follow the advice of their supervising teachers. Contact your child's teacher if you have any questions about the steps that the school and the education authority are taking to protect student privacy.

8. Students in grades 7 through 12 will have access to myBlueprint.ca. myBlueprint.ca is a tool used by students to register for high school classes and as a career resource. myBlueprint.ca stores student information including name, student number, date of birth, email address, completed courses and course registration information, and all content that the student enters and creates within the tool. This information is stored on servers located in Canada. myBlueprint.ca does not sell personal information to third parties and will never share information with others, unless they have permission to do so. All information stored on myBlueprint.ca servers are subject to privacy laws including the *Personal Information Protection and Electronic Documents Act* (Canada) and PEI's *Freedom of Information and Protection of Privacy Act*. myBlueprint.ca will delete a student's account after 18 months of no activity and will immediately remove any information when requested by the student, school, or education authority. Parents and students are encouraged to review the complete privacy policy at <https://www.myblueprint.ca/privacy> and the Terms of Use at <https://www.myblueprint.ca/terms>.
9. Students may be provided with access to Google Meet on occasions where home-based or virtual learning is deemed appropriate or necessary. Google Meet is audio and video enabled and teachers may, as a learning tool, record home-based learning which may include the audio (voice) and visual (video) of participating students for the duration of a course or school year. Parents have the right to decide if their child may use the microphone and camera functions and may turn these functions off.
10. Students and their parents/guardians will have access to PowerSchool which is a tool used by administrators, teachers and staff to record and house student record information, and to engage in communications between students, parents, and the school. PowerSchool stores student information including name, student number, date of birth, email address, completed courses and course registration information. The content of the student record is outlined in 2(2) of the *Education Act* Student Record Regulations. This information is stored on servers located in Canada. PowerSchool does not sell personal information to third parties and will never share information with others, unless they have permission to do so. All information stored on PowerSchool servers are subject to privacy laws including the *Personal Information Protection and Electronic Documents Act* (Canada) and PEI's *Freedom of Information and Protection of Privacy Act*. PowerSchool will retain student record information for the period of time outlined in section 3(2) of the *Education Act* Student Record Regulations. Parents and students are encouraged to review the complete privacy policy at <https://www.powerschool.com/privacy/>.
11. Students must not use CIT to access sites that contain or promote pornography, racism, hatred, or any other inappropriate materials. Filtering software is in place to stop students from accessing inappropriate materials, but no filter is perfect and some inappropriate content may still be accessible.
12. Students must not use CIT for illegal activities, to harass (cyberbully), or for any activity that would violate any policies of the education authority or the school rules.
13. Students and/or their parents/guardians must tell a counselor, teacher, or administrator about any threatening or hurtful information or messages that a student receives. Students should keep or print copies of emails, text messages, pictures, or any other offending materials. This is encouraged to help the school provide a safe environment in accordance with section 49(e) of the *Education Act*.
14. Students must not do anything to manipulate, alter, damage, disable, or destroy CIT. Students must not do anything to bypass the security that is in place or to change the level of access they have been

granted.

15. Students must respect that the school's computer network is a shared resource. Students must not use CIT in any way that interferes with the network use of other users, for example, streaming unnecessary video, using peer-to-peer networking, or sending spam. Students must not use any peer-to-peer (music, video, file sharing) software or web-hosting services on school-provided CIT.
16. Parents/guardians may ask to be given access to their child's school accounts, including email, documents, and sites. Parents can do this by contacting their child's teacher or principal.

Expectations 17 through 28 refer to the use of a Personally-Owned Mobile Device in school.

17. The principal of a school may permit students to bring a Personally-Owned Mobile Device to school. When a student uses a Personally-Owned Mobile Device in school they must adhere to the Expectations for Students, CIT policies and procedures of the education authority, and any school rules put in place by the principal and/or supervising teacher.
18. The principal of a school may permit students in grades 7 through 12 to connect their Personally-Owned Mobile Device to the school network for educational purposes.
19. When permitted by a principal to use a personally-owned mobile device in school, students must only use their personally-owned mobile device while connected to a school provided network.
20. The education authority is not responsible for the loss, theft, or damage of a Personally-Owned Mobile Device.
21. When permitted by a principal to bring a Personally-Owned Mobile Device to school, students must only use these devices during instructional time as directed by an educator for educational purposes, or for health and medical purposes, or in support of special education needs.
22. Except as outlined in clause 21, when permitted by a principal to bring a Personally-Owned Mobile Device to school, students in grades K to 6 must store all such devices out of view and either powered off or set to silent mode for the duration of the school day.
23. Except as outlined in clause 21, when permitted by a principal to bring a Personally-Owned Mobile Device to School, students in grades 7 to 12 must store all such devices out of view and either powered off or set to silent mode for the duration of instructional time.
24. Students are responsible for the security, care, and maintenance of any Personally-Owned Mobile Device that is used in school.
25. While at school, students must not take or send videos or pictures of students, school staff, or visitors with their Personally-Owned Mobile Device. A supervising teacher must give permission to a student for any occasion that a student wishes to create an audio or video recording for educational purposes.
26. Students must not use a Personally-Owned Mobile Device, or any CIT, in areas where there is an increased expectation of privacy, such as change rooms and washrooms.
27. A supervising teacher or principal may search a Personally-Owned Mobile Device or school-provided CIT when a student is suspected of using CIT in a manner inconsistent with the expectations outlined in this document, the CIT policies and procedures of the education authority, any school rules put in place by the principal and/or supervising teacher, or if the safety and/or security of a person or the

school is at risk. The search is to be done in accordance with the policies and procedures of the education authority.

28. Students are prohibited from using virtual private networks (VPNs) on their personally-owned mobile devices while on the school network.

Result of Misuse

Breach of conditions as outlined in clause 22 will result in the student being required to surrender the device for the remainder of the instructional day. The student must place the device in a storage area designated by the educator.

Breach of conditions as outlined in clause 23 will result in the student being required to surrender the device for the remainder of the instructional period. The student must place the device in a storage area designated by the educator.

Unacceptable use of CIT by a student, including school-provided CIT and Personally-Owned Mobile Devices, may result in disciplinary action by school staff against the student. This may include, but is not limited to, restricting or cancelling the student's access to CIT. School staff may also contact police about a student's unacceptable use of CIT. Unacceptable use may include, but is not limited to, audio and video recordings or photographs that violate the privacy of others, and bullying related issues. The supervising teacher, the school administration, the education authority, or the Department of Education and Early Years may decide what unacceptable use is. Students and parents/guardians should be aware that disciplinary measures may occur when a student's use of CIT while off School Premises has a direct negative impact on the school community.

Liability

The Department of Education and Early Years, the education authority, the school, and supervising teachers are not responsible for any damages a student or other user may suffer because of loss or damage to a Personally-Owned Mobile Device, or from the loss of data due to delays, non-deliveries, or service interruptions.

Reasonable and appropriate precautions are taken to supervise and monitor student CIT use. These precautions may not result in full control of student access to content and information. As a result, the Department of Education and Early Years, the education authority, the school, and supervising teachers do not warranty the accuracy, quality, and suitability of the content and information that might be accessed or used by a student.

Please complete the Responsible Use Agreement and return to your school.