

Acceptable Use Policy

Blackboard Learn / CVENT

1. Introduction

This document sets forth the policy of acceptable use by users of Blackboard Learn, the learning management system utilized by the Massachusetts Department of Elementary and Secondary Education (“Department”), and CVENT, the Department’s online event management and course registration tool. This policy should be read in conjunction with the [Blackboard Terms and Conditions](#). (The term “Blackboard Learn” hereafter shall refer to Blackboard Learn and CVENT unless otherwise stated.) All users, including, but not limited to, students, teachers, school administrators, and educational organizations, are subject to this policy and are expected to comply with its provisions.

2. User Responsibilities

It is the responsibility of any person using Blackboard Learn to read, understand, and comply with this policy. Any person with questions regarding the meaning of the policy, or application of this policy in a particular context, should seek clarification from the Blackboard Learn administrator at registrar@doe.mass.edu. Use of Blackboard Learn shall constitute acceptance of the terms of this policy.

3. Acceptable and Unacceptable Uses

Blackboard Learn is available only for educational purposes. Users may not use Blackboard Learn to store any files that are not educational.

It is unacceptable for users to use Blackboard Learn for:

- furthering any political or religious purpose;
- engaging in any commercial or fundraising purpose;
- sending or posting threatening, harassing, or disparaging messages or content to or regarding an individual or group of people;
- gaining unauthorized access to computer or telecommunications networks;
- interfering with the operations of technology resources, including placing a computer virus on any computer system, including Blackboard Learn;
- accessing or sharing sexually explicit, obscene, or otherwise inappropriate materials;
- intercepting communications intended for other persons;
- attempting to gain unauthorized access to Blackboard Learn;
- logging in through another person's account or attempting to access another user's password or files;
- sending defamatory or libelous material concerning a person or group of people;
- furthering any criminal or illegal act, including downloading, uploading, or distributing any files, software, or other material in violation of federal copyright laws;
- infringing on any intellectual property rights; or
- downloading, uploading, or distributing any files, software, or other material that is not specifically related to an educational project.

Blackboard Learn may not be used to transmit or store messages or other data that are prohibited or inappropriate under this policy. Users may not create, send, or store messages or other data or content that are considered offensive, contain sexually explicit material, or otherwise offensively address the age, race, ethnicity, gender, gender identity, sexual orientation, religious or political beliefs, national origin, or disability of a person or a group of people. Users also may not create, send, or store messages pertaining to dangerous

devices such as weaponry or explosive devices. Users should take all reasonable precautions against receiving or downloading messages, images, or other data of this sort.

4. Expectations Regarding Academic Integrity

Enrolled users will participate and submit required assignments on a timely basis. The assignments submitted by users will represent their own work, or, where the work is not their own, the work of sources that are appropriately credited. Any user who is found to have submitted work that is not his or her own, either in whole or in part, and that has failed to credit the source, will be subject to one or more penalties. Penalties may range from loss of credit for the assignment to failure of the course, depending on the nature and severity of the act or omission.

5. No Expectation of Privacy

Use of Blackboard Learn constitutes consent for administrators of Blackboard Learn to monitor and/or inspect any files that users create, any messages they post or receive, and any web sites they access. The Department may inspect any user's account and the files it contains at any time. The Department also has the right to give permission to teachers, school administrators, law enforcement officials, and others, as appropriate, to review Blackboard Learn to determine the online activities of a user who the Department has reason to believe may be in violation of this policy. Users are advised that messages in discussion forums, including deleted messages, are regularly archived and can be retrieved. In addition, an Internet firewall automatically checks all data moving between the local area network and the Internet and logs the sending and receiving destinations.

6. Passwords

Each user shall be required to create a password in a manner directed by Blackboard Learn and shall use and maintain the password as directed by Blackboard Learn and set forth in this policy. This password is to be used to access the Blackboard Learn computer network and any resources that reside within the network and require password access. Blackboard Learn users are expected to keep their passwords confidential and are responsible for all activity under their accounts. If a user suspects their password has been compromised, they must notify registrar@doe.mass.edu.

7. Violations

Failure to comply with this policy may subject a user to termination of the user's Blackboard Learn account. The Department will notify school or organization administrators of any inappropriate activities. It will also advise law enforcement agencies of activities conducted through Blackboard Learn which the Department believes may be illegal. The Department will cooperate fully with local, state, and/or federal officials in any investigation related to illegal activities conducted through Blackboard Learn.

8. Disclaimers

The Department makes no warranties of any kind, either expressed or implied, for Blackboard Learn services and resources. The Department is not responsible for any damages incurred, including, but not limited to: loss of data resulting from delays or interruption of service, loss of data stored on Blackboard Learn, or damage to personal property used to access Blackboard Learn resources; the accuracy, nature, or quality of information stored on Blackboard Learn resources or gathered through Blackboard Learn or the Internet; or unauthorized financial obligations incurred through Blackboard Learn-provided access. Further, even though the Department may use technical or manual means to limit user access, these limits do not provide a foolproof means for enforcing the provisions of this policy. All provisions of this agreement are subordinate to local, state and federal laws.