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USING SOCIAL MEDIA in the CLASSROOM

a best practice guide

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CHAPTER 7

UNDERSTANDING RISK ONLINE

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Overview

This chapter explores some of the issues surrounding keeping safe online by helping you to identify areas of risk. In particular, we examine legal and policy considerations relating to the use of social media in the classroom, including school (or institutional) regulations – topics such as copyright and intellectual property, privacy, confidentiality, and jurisdiction are covered here. Next, we move on to specific considerations you might encounter under the Terms of Service you sign up for when creating an account with a social media company, such as (again) copyright and IP, content distribution, data security, and changes to the Terms of Service. Finally, we consider the nature of the service itself, such as business robustness, longevity, and reliability, software version control, and advertising.

The chapter is based on the premise that *if we are serious about education, then we must embrace the best tools that are available to us*, and if that means accessing tools that are hosted by social media services that are not supported by our organisation, then we must find ways of making that access happen safely and responsibly. The main sections of the chapter provide an overview of the issue at hand, some points for consideration, and finally some suggestions for what to do if it all goes wrong, that is, some suggestions for your 'risk response'.

It should be noted here that nothing in this chapter constitutes legal advice. If you wish to use social media in your classroom, then you should seek the requisite approvals, comply with the law, and make informed, risk-managed decisions about what is legal, acceptable, and appropriate in your situation.

Risk management

The choice to use an externally hosted social media service for teaching and learning purposes should not be taken lightly. Blindly stepping into the world of social media can expose your school, staff, and students to a number of risks, including risks to reputation, privacy, confidentiality, copyright, data security, and intellectual property ownership.

As with any risk, though, the response should not be to launch a blanket ban on activities, but rather, to manage the risk and to educate staff and students about what, exactly, they are embarking upon – for education about the risks involved in using social media services (and how to mitigate against those risks) is fundamental to raising the online and digital literacies of both teachers and students (see Chapter 4). As Fitzgerald and Steele remind us:

> … all teaching and learning involves risk and … we must develop strategies to manage risk in ways that still enable students to become knowledge producers and creators. (p. 34)

In making decisions about risk, you need to weigh up the pedagogical and educational benefits of using social media with your students with the level of risk involved and the potential for negative outcomes. I strongly urge you to do your own research into how to conduct a risk analysis (also known as 'risk assessment') – there are many excellent online sources that can guide you through this (search, 'How to write a risk analysis'). Having done so, you can then use the information contained in this and the following to inform your own risk assessment for your intended social media use in your classroom.

The information below describes a variety of issues that will affect your analysis of, and responses to, the risks of using social media in the classroom. Please note that this is only a starting point and provides suggestions only; as always, you will need to choose what works best for you. Visit the *Using Social Media in the Classroom* companion website for risk management templates that you can adapt to your situation.

Risk bottom line: Be careful not to conflate risk with harm.

Legal and policy considerations

This section outlines some of the general legal and policy considerations and obligations you might encounter when wishing to use social media in the classroom. Your legal obligations may apply to the country you are

living in and/or the country out of which the social media service provider operates; policy obligations will likely apply to your school, institution, and/or education authority.

Some of the points discussed below deal with subtle and nuanced elements of law and policy: you may need to read some things twice and to think about them before they make sense. Note, also, that a lot of what is covered is not yet 'fixed' and is still being negotiated in the courts, in schools, and in the community. This is a difficult area, and it may take you some time to get across it.

Copyright and intellectual property (IP)

Copyright is the ownership of the exclusive legal right to reproduce, publish, perform, or otherwise distribute an original, tangible work. Intellectual property is very similar to copyright, the main difference being that IP protects rights to *intangible* works, such as inventions, ideas, symbols, and designs, rather than rights to tangible or fixed forms of expression (such as text, pictures, and music recordings). Copyright and IP are important because they recognise that creative works need to be protected from theft every bit as much as cars, handbags, household items, and other pieces of personal property.

In normal circumstances, the creator of a work is automatically granted copyright and/or IP rights to that work – they can sell the work, license it out to others to use, or reproduce it in any way they please. Frequently, however, the copyright or IP holder is *not* the creator of the work. This is the case, for example, when a band sells its rights over music it has created to a music company, or when an architect gets paid by a corporation to produce designs for a building or shopping complex. More importantly for you as a teacher, though, it might be the case that your school or institution claims (that is, owns) exclusive rights over any work you have produced for, or inventions you have contributed to, your organisation whilst in their employ. Check your employment contract or your institution's policies if you are unsure whether or not you own copyright or IP rights to material you produce at work.

Note that copyright and IP laws differ from jurisdiction to jurisdiction (that is, from country to country), and that institutions will have different policies relating to how copyright and IP are handled within the organisation. It is your responsibility to do the additional research you need to come to a proper understanding of how legal and policy issues impact upon your particular situation and your particular use of social media in the classroom. Following is some guidance for dealing with copyright as it relates to legal and policy considerations in your institution.

Institutional copyright and IP ownership

Your institution (that is, your school, university, or education department) may hold copyright and/or IP rights over material that you produce whilst in their employ – they have paid you to produce it, so they claim ownership over it. In some cases, the institution might allow you to retain copyright or your IP rights but might insist that you grant them an exclusive right to use them. Or it may work the other way around: the institution might own copyright to materials you produce whilst working for them but they might grant *you* a non-exclusive licence to use it (that is, the institution might give others the right to also use your work).

When you sign up for a Terms of Service with a social media site, for example, you can expect to agree that you will not infringe another party's copyright by posting material in which copyright is not held by you. So, if you sign up for a Terms of Service and you post materials that you *thought* were yours but are actually owned by your school (for example, syllabus or study materials you have written), then you could technically be in breach of your contract and in breach of the law.

Points for consideration:

- Do you know what content, exactly, you hold rights in, in terms of copyright and intellectual property, and under what conditions? You may be unwittingly giving away institutional copyright or intellectual property when you publish your syllabus, study lists, or other materials to a service.
- Do you understand the Terms of Service that you are signing up for and its implications for your institution's policy and your employment contract?
- Do you have approval for posting content over which the institution holds copyright or in which it has intellectual property rights?
- Have you spoken to a member of your school executive or a legal expert from your relevant education authority regarding any uncertainties you have?

If it all goes wrong … (risk response):

- Strip or neutralise infringing content from the site.

Institutional copyright bottom line: You may be unwittingly giving away institutional copyright or intellectual property when you publish material you have produced to an external social media service. Know the terms of your contract and your institution's copyright and IP policies.

Student copyright and IP ownership

Students at any level (primary, secondary, tertiary) are not normally required to give over any of their copyright or intellectual property to the institution they are studying at. But even if this is the case for your institution, and if you go ahead and decide to use an externally hosted social media service with your class course, then you should nevertheless be careful to *choose a service that does not require students to hand over their copyright or IP to that service* when they sign up.

One thing to note, though, is that while social media services might allow users to retain ownership of their IP, the licences to their IP that they are required to provide (so that the service can display their work) can be so all-encompassing that there could be little value left in such ownership. Whether students are prepared to give such a broad licence is a matter for them and/or their parents.

A related issue is whether or not students can freely decide to accept these Terms of Service if signing up to these sites is a requirement to undertake their studies (it shouldn't be). Of course, if students are given an alternative option for completing an assignment that doesn't involve them signing up to these sites, then this isn't such an issue.

Points for consideration:

- Does the service allow users to retain copyright over creative content?
- Is it a requirement for students to sign up for this service in order to undertake their studies or to complete an assignment? It shouldn't be.
- How broad is the copyright and/or IP licence that the service is asking for? If the Terms of Service do not include a phrase to the effect that the licence will only be used for the *sole purpose* of displaying, distributing, or promoting the users' content on the service, then the chances are that the licence is too broad and the service should not be used.
- Do students and/or their parents understand the terms of the copyright and/or IP licence that the service is asking them to assign? Students should be advised to *not* sign up to a Terms of Service if they have any reservations or questions about the Terms. If they have any concerns, they should be advised to approach the teacher for clarification before they make their decision about whether or not to sign up.
- Consider alternative assessment arrangements for students who do not want to assign their IP under an unnecessarily broad licence.

If it all goes wrong … (risk response):

- Strip or neutralise relevant content from the site.

> **Student copyright and IP bottom line:** Students are not normally required to give over any of their copyright or intellectual property to an institution they are enrolled in. Whether students are prepared to give a licence to their IP to a service provider is a matter for them and their parents.

Third-party copyright and IP

In today's 'mashup' and sharing culture there are continual breaches of third-party copyright. If, on your social media site, you want to include materials that a third party owns copyright in, then you are likely to be bound by copyright legislation in your jurisdiction regarding how you can use that material. This means obtaining permission from the copyright owner to use the material on your site in a particular way, as you would ordinarily do for use of that material anywhere else.

The copyright obligations you have will depend on a number of things, including how much of the material is being posted, what conditions apply for 'educational use' (or similar exceptions), the type of material that is being posted, and who can access the material and under what conditions (for example, is the material hosted on a learning management system run by your education authority and to which only authorised users have access, or is it being posted on a site that is visible and open to the world?). This is a really tricky area, so if you are unsure about whether or not you should be posting material owned by a third party, you should contact your education authority's legal office or similar.

Points for consideration:

- Are you posting material over which you do not hold copyright? Unless you are sure that your use of copyright material is legal, you should not post it.
- Are you using only what you need? Is this covered by educational use or other exceptions?
- If you need to give students access to copyrighted material, can you instead link out to non-infringing material? Try to find legitimate copies of the relevant material elsewhere on the web and link out to them.
- Have you bypassed any protections to get this material? If you have illegally downloaded a video, or hacked into a site, then you could be in trouble. Similarly, do not download an object (video, image, whatever) and then upload it to your own site.
- Have you labelled all materials and their sources correctly?

If it all goes wrong … (risk response):

- Immediately strip all infringing material from the site.

What if I am found to be in breach of copyright?

In most cases of copyright violation you are asked to remove the infringing material immediately and to destroy any remaining copies of the material you have. If you do not comply with such requests you open yourself up to potential legal action.

> **Third-party copyright bottom line**: Do not post infringing material on your site.

Privacy and confidentiality

Most developed countries have serious penalties for breaches of privacy and confidentiality. If you violate privacy laws in your jurisdiction you may be exposing not only yourself but also your institution to prosecution, because even though your institution is not itself entering into a contract with a service provider, it might nevertheless be claimed that you are using these sites and services as part of your authorised employment duties. Privacy Impact Statements (or Privacy Impact Assessments) can help you determine the privacy risks as they apply to the Privacy Policy of the site or service you are signing up for.

Points for consideration:

- Will the service disclose your private information to another party? If so, to whom? Trustworthy services will only disclose your private information to those with legitimate reasons for accessing it, such as contractors or technicians who work on the service to make improvements or to carry out repairs.
- What guarantees do you have about the service's privacy policy?
- Does the service meet the legislative requirements of your jurisdiction, especially those covered by privacy acts, freedom of information acts, disability discrimination acts, and the like?
- Do you need to find alternative assessment tasks for students who do not want to sign up for such a service?
- Find alternative assessment tasks for students who do not want to sign up for a service.
- Advise students/parents on how to strip or neutralise the relevant content from the site.
- Advise students/parents that they might have some redress under the service's Privacy Policy, or Terms of Service.

Privacy and confidentiality bottom line: Make sure you know how your private data are handled by the social media companies you are signed up with.

Use of your institution's name, branding, and logo

If you are going to use the site to represent your institution then you may have to obtain institutional approval to do so, especially if you are posting content that includes things such as names, logos, and trademarks. When you sign up to a Terms of Service you might be giving the service provider permission to use any content posted to the site – which means also giving them permission to use your institution's brand. Whether or not this is actually the case will depend on the details of the Terms of Service for the site (for example, names, logos, and trademarks might not be included in the definition of 'content' posted to the site), so you should check carefully before signing up.

Points for consideration:

- Have you in any way branded the site using your institution's logo, name, or other brand identifiers? Unless you have express permission to do so, do not post school logos, use your school's name in the site URL, or otherwise include content that could identify your organisation.
- In posting branded material to the site or service, are you also giving the service provider permission to use your brand? If you do have permission to use institutional branding, then it is essential that both you and your institution understand what kinds of licences you are posting branded material under and that you are happy with these conditions.

If it all goes wrong … (risk response):

- Remove all institutional branding and/or identification.

Institution's name, branding, and logo bottom line: Do not use your institution's name and/or logo, or anything else that identifies the institution, on any external site that you use unless this has been cleared by your legal department.

Jurisdictional issues

'Jurisdiction' in this sense refers to the country or state whose laws you are working under. Laws may be quite similar between countries or they may be wildly different. When you sign up for a site or service, then it is likely that the

Terms of Service that you agree to will be governed by the laws of the country in which the service provider is located and out of which it legally operates. So, if you are using a US-based service, then the chances are that US courts will have jurisdiction over any disputes arising from the use of the service and that any court hearings would be subject to US law and be held in the USA. Problems can arise when, for example, a breach of privacy in the UK under UK laws cannot be prosecuted in the jurisdiction of the service provider because the rights and obligations in that jurisdiction are different from those that apply in the UK. What is legal in one jurisdiction may not be legal in another.

Points for consideration:

- Where is the service you are signing up for located? What jurisdiction is it operating within? This information should be available on the service's 'about' or similar information pages.
- Is the service located in a country with sound and rigorous privacy, access, copyright, IP, and similar laws that protect users, consumers, citizens, and creators?
- If you are using a service that is located outside your jurisdiction, are you confident that you can comply with the laws of that jurisdiction? If you cannot, you may find yourself facing legal action for breaches of that country's laws.

If it all goes wrong … (risk response):

- Seek legal advice.

> **Jurisdiction bottom line:** What is legal in your country may not be legal in another.

Accessibility

There are laws preventing discrimination against people with disabilities in most developed countries. Your use of social media sites must comply with these laws so that, for example, vision- or hearing-impaired students are not disadvantaged by your class activities.

If a website is poorly designed, it limits access to some users. Particular problems are caused by hyperlinks that state only 'click here' (hyperlinks should be embedded in prose so that users know where they will end up when they follow the link), the automatic loading of audio and video, alternative text/metadata (too much or too little), links opening in new windows, and consecutive one-word links. All of this can make it difficult for some people with disabilities to navigate the web.

Points for consideration:

- Is the service you are using accessible to people with disabilities? W3C's Web Accessibility Initiative describes web design principles that meet accessibility standards (search 'W3C Web Accessibility Initiative') and you can use a web accessibility checker or evaluator to find out whether or not a site or service that you are using is accessible (search 'Web accessibility checker' or 'Web accessibility evaluation tool').

If it all goes wrong … (risk response):

- Address accessibility issues yourself, where possible.
- If the problems are endemic to the service you are using, switch to a web-accessible service.

> **Accessibility bottom line:** Any social media services you use in class must be accessible to students with disabilities.

Considerations under the Terms of Service

When you sign up for a Terms of Service (also called a 'Terms of Use') you are essentially entering into a contract with a service provider. The considerations you have under the Terms will often be slightly different from your legal and institutional obligations, although many overlap.

Copyright and the Terms of Service

Your copyright

Any web-based service provider should allow you to retain copyright over any material in which you legally hold copyright. At the same time, when signing up for such a service, you will likely be confirming to that provider that you hold the copyright for content that you post to the service. As we saw earlier, this may or may not be the case, depending on the conditions of your employment (student copyright is covered above). You need to check your contract to see whether or not you would be in breach of your agreement with your employer by posting certain material to an external service provider.

If you feel that your own copyright has been violated, a reputable service provider will respond to notices of alleged copyright infringement, investigate your claims, and then act as appropriate.

Points for consideration:

- Does the service allow you to retain copyright over any material in which you legally hold copyright and which you post to the site? Or in signing up are you giving away your copyright to the service? Reputable services will acknowledge your copyright, but you need to check exactly what you can hold on to and what you can give away.
- How will the service deal with breaches of your copyright? Choose a service that is bound, either under its own Terms of Service, or by legislation, to investigate any notices you provide of copyright infringement.

If it all goes wrong … (risk response):

- Lodge a notice of copyright infringement with the service provider.
- You may wish to explore avenues for legal redress, but this may depend on the jurisdiction in which the infringement occurred.

> **Your copyright bottom line:** You should keep your copyright, but be sure to know what copyright you actually own.

Others' copyright
You will be in breach of a whole load of regulations (including, potentially, the copyright act in your country, institutional policies and regulations, and/or your employment contract) if you post other people's copyrighted work to a social media service. This means that you should not, for example, upload images of artworks or images that you otherwise do not own yourself, you should not upload video or audio content that you do not own, and you should not upload electronic copies of journal articles to your site. It is especially important to note that you should not rely on any 'educational use' clauses in your country's copyright act – they may not cover you in this situation. Similarly, you should also understand that what may be legal in your country may not be legal in other jurisdictions.
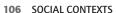
The safest way to deal with this issue is to link out to legitimate and non-infringing material, but bear in mind that copyright issues on the internet are a long way from being solved.

Points for consideration:

- Have you posted infringing material on your site? This may be the case if you have uploaded electronic copies of journal articles to your site, added images of artworks or images that you otherwise do not own yourself, or included video or audio content that you do not own.

- Are students clear about what they can and cannot post in terms of copyright? Advise or remind them that they have signed/will sign a Terms of Service that states that they will not post others' copyrighted material to the service.
- How familiar are you with copyright issues as they relate to you? You may need to improve your knowledge in this area.

If it all goes wrong … (risk response):

- Remove infringing material from your site.

> **Others' copyright bottom line:** Do not post others' copyrighted work.

Content distribution, including Creative Commons

Signing up for a Terms of Service automatically implies that you will have to grant the service provider some control over the distribution of your content. You need to know the degree of that control and under what conditions your content is being distributed.

A standard Terms of Service from a reputable company will state that you grant the service a non-exclusive, royalty-free licence to reproduce, modify, adapt, publish, and so on, your work for the sole purpose of displaying, distributing, or promoting the service. This is standard because the service doesn't want to be sued by you for breach of your copyright when they display your material. If the service does not specify that it will only use your work for the sole purpose of displaying, distributing, or promoting the service, then find another service.

Of course, this also assumes that you hold copyright in the material you post to the service; if you do not hold copyright in the material that you post, you may be in breach of the copyright act in your country, institutional policies and regulations, and/or your employment contract (see above).

Some Terms of Service state that your work will also be automatically distributed under a Creative Commons (CC) licence. Creative Commons is a new way of dealing with copyright. Whereas copyright is 'all rights reserved', Creative Commons allows you to release and license your work with 'some rights reserved'. With a Creative Commons licence, you choose how you want your work to be used and distributed; for example, you might choose a CC licence that allows people to reuse and remix your work as long as they give you attribution and use your work only for non-commercial purposes. Creative Commons licences are a popular way to distribute content on the internet because they begin to get around some

of the restrictions of copyright that make content distribution on the web so difficult.

Students and/or their parents may be happy to sign up to a Terms of Service that allows them to retain their full copyright, but they may not be so happy to have their copyright automatically distributed under a Creative Commons licence. You need to make sure that users understand the implications of Creative Commons if such a licence is a requirement of signing up for a service.

Points for consideration:

- How is your content distributed and for what purposes?
- Is your work automatically licensed or sub-licensed under a Creative Commons licence? If so, what sort of CC licence is it? Both you and your students need to understand the implications of Creative Commons for the distribution of content.

If it all goes wrong … (risk response):

- Advise users on how to strip or neutralise the infringing content or data from the site.
- Advise users that they might have some redress under the service's Privacy Policy, or Terms of Service, but that the jurisdiction in which they can seek such redress may be outside their own.

> **Content distribution, including Creative Commons, bottom line:** Understand how your content is being distributed by the service provider, especially if that involves automatic distribution under a Creative Commons licence.

Data control and security

You need to know how the social media service uses your data. For example, you need to know whether or not the service will sell the data you supply (including personal information) to a third party, thus exposing you to unwanted use of your information. Reputable services will limit who can access your personal information.

Generally speaking, employees of the service, contractors, and agents are the only people who should have access to your data, and those people should only need that access in order to operate, develop, repair, or improve the service. These individuals should be bound by confidentiality obligations and 'subject to discipline, including termination and criminal prosecution' (a common phrasing under a Terms of Service), if they fail to meet those obligations.

Finally, you need control over your data format. You should choose a service that works in a recognised and widely used format (such as html, opml, xml, or similar) so that if you choose to take your data elsewhere you can.

Points for consideration:

- Does the service have arrangements for protecting your data from deletion or unauthorised access? Check the Terms of Service and the Privacy Policy to see exactly how data are handled by the provider, and make sure you can back up your work in some way.
- How much control do you have over what can be done with your data or students' data? You should only sign up for a service that limits access to your data, as described above.
- Do you need to consider backup options? If so, you should choose a service that can be backed up or copied, either through (a) an explicit export function on the site, (b) through the use of a website backup software, or (c) by saving pages as html.
- Will your data be 'locked in' to a service because it uses a unique data format? Choose services that only deal in recognised formats such as html, xml, and opml.

If it all goes wrong … (risk response):

- Advise affected users on how to strip or neutralise the affected content from the site.
- Advise affected users that they might have some redress under the service's Privacy Policy, Terms of Service.
- Open your backup copy and transfer your data to another service.

> **Data control and security bottom line:** Know who has access to your data and under what conditions.

Ability to delete information

It is important that you can delete the material that you or your students post to a site. In extreme cases, you may need to quickly delete offensive or hateful material, or material that breaches copyright or privacy legislation.

Points for consideration:

- Can you take down or delete information on the service? Or do you want the information to be available to future classes? Choose a service that lets you control when and if information can be removed, and be sure to test how easy it is to remove, delete, and restore content from the site.

- Can you take down information quickly and easily if defamation or a breach of copyright, privacy, or legislation has occurred? Choose a service that gives you control over posts, comments, and discussions.
- If you haven't accessed your site for a while, will the service delete your information? This may not be a problem if you want to delete the site after an interval, but your institution may have regulations about the length of time that information should be stored.

If it all goes wrong … (risk response):

- Remove defamatory and similar material immediately or shut down your site.
- Make sure you keep your account 'active', to avoid deletion of idle data.

> **Deleting information bottom line:** You must be able to delete information from a service.

Providing information about others to the service provider

If you are thinking about uploading database files containing people's names, addresses, or other details, then don't: you may be in breach of any number of laws and regulations, apart from which it is simply not your information to give away. Students should also be made aware of this issue.

Points for consideration:

- Does the service provider ask you to provide information about other users in order to sign up? If so, choose a different provider.
- Can you delete information, just in case a breach occurs? Test procedures for this before using a service with your class.

If it all goes wrong … (risk response):

- If a breach occurs, delete or neutralise the infringing content or data.
- Advise users on how to strip or neutralise the infringing content or data from the site.
- Advise users that they might have some redress under the service's Privacy Policy, or Terms of Service, but that the jurisdiction in which they can seek such redress may be outside of your own.

> **Providing information about others to the service provider bottom line:** Don't. It is not your information to give away.

Communication from the service provider

Services may send users notifications of changes that have been made to the user's site, for example, 'A page has been updated' or 'You have a new message in your inbox'. You should choose a service that allows users to control the amount and type of communications they receive from the service.

Points for consideration:

- Is it straightforward to unsubscribe from communications that users receive from the service provider? Users should be able to do this easily under their individual profile settings or preferences.

If it all goes wrong … (risk response):

- Show users how to turn off communications and notifications.

> **Communication from the service provider bottom line:** You should be able to turn off notifications and similar messages from the service provider.

Changes to the Terms of Service

Most web services reserve the right to change their Terms of Service at any time without notifying you of those changes. Continued use of, or access to, the service after any changes to the Terms of Service normally constitutes acceptance of those changes. When you sign up for a service, it is your responsibility to check the Terms periodically for any changes.

Points for consideration:

- What if the Terms of Service that you signed up for are changed? Will this affect how you and your students use the service? What if you don't agree with the changes that have been made? Monitor the Terms of Service periodically for such modifications and adjust your approach accordingly. Be sure to read carefully any emails you receive from the service that outline any changes.
- If the service is taken over by another company, will this result in changes to the Terms of Service? Check social media news sites such as Mashable. com, Cnet.com, and TechCrunch.com for any news about the service you are using. Choose a service that has a large, stable, ongoing community of users – it's normally a good sign that the Terms of Service are considered reasonable by most people.

If it all goes wrong … (risk response):

- Cease use of the service and find an alternative service with more reasonable and acceptable Terms.
- Export your content and import it into another service with more reasonable and acceptable Terms.
- Cease use of the service and ask students to complete the assignment in a different format. Assure students that they will not be penalised in their grades.
- If students have been affected, consider extending the due date for the assignment.
- Consult with students to see what they would like to do about the situation.

> **Changes to the Terms of Service bottom line:** A service provider can change its Terms of Service at any time. Keep up to date with the latest version of the Terms.

Changes to pricing

Many social media services are provided for free or provide their basic services for free and then charge for 'premium' or extended products. This is how they make their money (that, and advertising). Just as a service may change its Terms of Service at any time so, too, may it change its pricing structures; however, reputable services will provide you with written notice of any changes.

Points for consideration:

- Do you need the 'premium' services offered by a provider in order for your online class activities to work? If so, you might consider changing the design of your activities so that you don't run the risk of getting 'locked in' to a service that might change its pricing structures. Choose a service whose baseline, free services meet your needs.
- What if a service changes its pricing structures? What would be your financial obligation if this happened? It's best to choose a service whose free services provide you with all the functionality that you need.

If it all goes wrong … (risk response):

- Cease use of the service and find an alternative service with a more reasonable and acceptable pricing structure, or a service that does not charge a fee at all.

- Export your content and import it into another service.
- Cease use of the service and ask students to complete the assignment in a different format. Assure students that they will not be penalised in their grades.
- If students have been affected, consider extending the due date for the assignment.
- Consult with students to see what they would like to do about the situation.

> **Changes to pricing bottom line:** Choose services that provide the basic functionality you need for free.

Considerations regarding the service itself

Business robustness and longevity

Social media services are usually provided by regular businesses and companies out to make a profit (as are businesses such as Blackboard, Desire2Learn, and many others that sell learning management systems to educational institutions). These businesses are subject to the same market forces as any other company. Many social media services are provided for free, but not all businesses can sustain this kind of commercial model. You need to find a company that has a proven and enduring business model.

Points for consideration:

- How robust is the service? Choose a large, proven business with a solid reputation that provides a generally reliable, stable, available service. Use the service regularly for at least six months before applying it in class.
- Have your backup or export plans in place, just in case you need to 'jump ship'. You might also consider checking any discussion forums, mailing list archives, or industry blogs (such as TechCrunch, Mashable, and Cnet) for evidence of difficulties.

If it all goes wrong … (risk response):

- Open your site backup or copy and move to another service.

> **Business robustness and longevity bottom line:** Choose a service that has a proven and enduring business model.

Reliability

A major consideration when using any online tool (whether it is hosted by your school or by an external provider) is how reliable it is. All online electronic communication tools are subject to network breakdowns (including those provided by your school), whether the breakdown be at the provider or user end. However, some businesses are more reliable than others and you need to know about the ongoing dependability of the social media service you want to use in class.

Points for consideration:

- Is the service reliable or is it regularly unavailable? If you try to log on but the service frequently cannot be contacted or accessed due to technical failures, then you should be looking elsewhere.
- Does the service regularly undergo maintenance? Every service will have to undergo maintenance now and then, and the better providers will frequently update and improve their services. This means that inevitably a service will be unavailable periodically whilst updates are made. However, you will need to consider how often (and when) such updates occur and how much of an effect this would have on students' (and your) access to the service.

If it all goes wrong … (risk response):

- Cease use of the service and find an alternative, more reliable, service.
- Cease use of the service and ask students to complete the assignment in a different format. Assure students that they will not be penalised in their grades.
- Consider extending the due date for the assignment.
- Consult with students to see what they think is a fair thing to do in the situation.

> **Reliability bottom line:** The social media services you use in the classroom need to be available and reliable.

Software version control

Much of the software provided online by social media services is said to be in 'perpetual beta', meaning that improvements and changes are continually being made to the underlying code and then uploaded to the site.

This means that the interface you are looking at one day may be different the next. You need to be confident in both your own and your students' abilities to absorb any changes made to the software.

It's a good idea to use a service for a period of time so that you get to know its systems and procedures and whether or not they are likely to affect your ability to use the service. You want a service that cares enough about its product that it makes continuous improvements, but you don't want those improvements to be unstructured or random.

Points for consideration:

- Will it be a problem if the service provider updates their software? Choose a service that makes continuous, structured, logical improvements to its product.
- Are you confident enough in your own and your students' abilities to absorb any changes in the software? You and your students need to be aware that things might change, even slightly, and you need to be relaxed about such changes.
- Do you know the service well enough to make a judgement about how likely changes to its systems and procedures will affect your ability to use the service? Give the service a trial run for a few months so that you can monitor its routines.

If it all goes wrong … (risk response):

- Cease use of the service and find an alternative, more reliable, service.
- Give special assistance to any students who are struggling to use the software.

> **Software version control bottom line:** Both you and your students need to be able to absorb any changes made to the software.

Advertising

To subsidise their free services, many social media services will display advertising on a site you create. This advertising will more than likely be 'targeted' at your audience based on the content of your site. Removal of advertising may involve the payment of a fee.

You should choose a service that allows you to switch off advertising for free, or that does not display advertising in the first place. The next best alternative is to choose a service that will allow you to switch off advertising as part of its

premium services *for a reasonable price*. How you receive reimbursement for fees paid will be up to you: your school, department, or area might help you out, here, or you might be able to claim things back on tax.

Points for consideration:

- Is advertising displayed on your site? If so, can you turn it off? You should choose a service that allows you to switch off advertising for free, or that does not display advertising in the first place.

If it all goes wrong … (risk response):

- Cease use of the service and find a service that does not display or that allows you to switch off advertising.
- Cease use of the service and ask students to complete the assignment in a different format.

> **Advertising bottom line:** Choose a service that allows you to switch off advertising, or that does not display advertising in the first place.

⟨🐟⟩ Activity: Write a risk analysis

It is highly advisable that you conduct a risk analysis before you use any social media tool or service in your classroom. Without a risk analysis, we tend to assume that everything will go according to plan; in other words, we base our assumptions on an ideal situation. A risk analysis deals with 'real-world' practicalities and can give you an idea of how much risk you are exposing your own, your students', and your institution's reputation to.

For this activity, think of a project for which you want to use social media with your class. Write a risk analysis for your project.

Step 1. Find a website that describes the various elements of risk management. The site should cover topics such as:

- Definitions of risk and risk management.
- Risk management principles.
- How to identify, assess, respond to, monitor, and control risk.
- How to write a risk management plan.

(Continued)

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Step 2. Create a risk log for each item of risk. A risk log helps you document the factors relating to each risk, such as:

- *Description*. Phrased as 'There is a risk that X could occur, caused by Y, resulting in Z'. An example from one of my own risk analyses is, 'There is a risk that the University is sued under the Privacy Act (1988), due to inappropriate disclosure of personal information, resulting in damage to reputation and financial loss.'
- *Probability*. The chances of the risk occurring.
- *Impact*. The effects on you, other staff, students, and/or the organisation if the risk were to be realised.
- *Mitigation strategies*. Pre-emptive plans and actions that you have in place *right now* to prevent the risk occurring. Many such strategies are covered under 'points for consideration' in the sections above.
- *Risk response*. What you will do if the risk is realised. See 'If it all goes wrong …' above for some ideas about what you might do in the event of a risk eventuating.

Step 3. Run your risk management plan past a colleague, or, even better, past a risk management specialist who works for your education authority. Keep your plan up to date and amend it to account for changes that may have occurred since you first wrote it.

☁ **Reflection**

Trying to manage risk online often seems an overwhelming task so we tend to put it out of our minds, hoping that everything will work out OK. But if we are being honest with ourselves, then we know that a lot of our online behaviour could be better risk-managed.

Interrogate your current online behaviour by thinking about the risks you routinely take online. For example, do you frequently flout copyright laws? Are you inadvertently giving away private information about others by uploading your address book? Do you sign up for things without properly understanding how your content is being distributed or accessed? Do you sometimes post content about others that they might not want you to post? Are your passwords too easy to crack?

From this, ask yourself, Where do I need to build your knowledge as regards online risk? Where do I need to mitigate my risky behaviours? For example, you might need to know more about how your privacy is handled by a service provider, or what are acceptable standards for data security. What online behaviours do you need to modify?

The chances are that you trust the online environment too much. (If you trust it too little then you, too, need to learn more about how all this works because, as we know, we cannot abolish risk: we can only control it.) You might think that this is fine for you as an individual, but everything changes when you decide to use social media in the classroom. So, ask yourself, What risks can I legitimately take on, on the part of my students?

At base, this whole issue is about our duty of care towards students: it might be acceptable for you to take on a certain amount of online risk for yourself in your personal life, but when you decide to involve your school and your students it is a different matter entirely.

Summary

- You cannot abolish risk, only control it. Your use of social media in the classroom must be informed by an understanding of privacy and copyright laws, Terms of Service, and how businesses operate in the social media environment.
- If you feel uncomfortable in any way when using a social media service with your students, or if a breach occurs, cease use of the service immediately and take stock of your situation. Do not 'go rogue' and use social media with your students thinking that 'it'll all be OK': problems do arise, most of them small, but there is always the possibility of inviting legal proceedings against yourself, your students, and your institution.
- If it all goes wrong, ask students and parents about what they think should be done. Involve students and parents as much as possible in the processes. Keep them informed and normalise social media as something that is part of our everyday lives.

Further reading

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