STUDENT RESPONSIBLE USE AGREEMENT

I. DEFINITIONS

A. "District system" means all related District–owned computer technology for use by students of the District, including but not limited to computers, related hardware and software services, networks (intranet) and Internet access including e-mail.

B. "Internet access" means any and all access to the Internet provided through the District system including, but not limited to, remote access.

C. "Personal contact information" includes a student's name, address, telephone number, social security number, the school address or any other information that would reasonably tend to identify the student.

II. GENERAL PROVISIONS

Technology, in general, and the Internet in particular, provides tremendous educational opportunities for schools and students. These resources allow students to go beyond the traditional school library in their research, and are far more comprehensive and rapid in providing information to students. However, these resources also pose risks of misuse that do not exist with the traditional school library. The District recognizes the benefits and potential disadvantages of providing technology and the Internet to District students. The purpose of these administrative regulations is to provide guidance for District students and employees on proper use, and prevention of misuse, of the District system.

III. OVERSIGHT

A. The Principal or designee at each District school shall oversee and monitor the maintenance of the school's technological resources and may establish guidelines and limits on the use of the District system and Internet access which are consistent with law and District policy and regulations in order to monitor potential student violations of District policy and regulations.

B. The District will conduct routine maintenance and monitoring of the District system.

C. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board Policy, and the District's Responsible Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources.

D. The Principal or designee of each school shall ensure that all students who use the District system or who have Internet access and their parents/guardians have read and signed the STUDENT RESPONSIBLE USE AGREEMENT. No student shall use the District system or obtain Internet access unless that student and his/her parents/guardians have read and signed the STUDENT RESPONSIBLE USE AGREEMENT.

E. Teachers, administrators, and/or library media specialists shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

IV. STUDENT/PARENT/GUARDIAN RIGHTS & OBLIGATIONS

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's STUDENT RESPONSIBLE USE AGREEMENT.

A. The Student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.

B. Students shall use the district's system safely, responsibly, and primarily for educational purposes.

C. Each student's use of the District system and Internet access is conditioned upon the student and his/her parent agreeing to the terms of District policy and regulations. Additionally, no student is authorized to use the District system or obtain Internet access unless the student and his/her parent/guardian have signed the STUDENT RESPONSIBLE USE AGREEMENT provided by the District. By these regulations, all students and student's parents are put on notice of the obligation to have proper authorization for use of the District system and the Internet.

D. Students using the District system must obey all federal and state laws and regulations and District policy and regulations. Each student must also obey any usage rules promulgated by the student's particular school or class, whether written or oral.

E. Students using the District system or obtaining Internet access have no expectation of privacy in any such use. The student and his/her parent/guardian shall signify a knowing and voluntary waiver of privacy by signing the STUDENT RESPONSIBLE USE AGREEMENT. The District may monitor and examine all activities of students on the District system, including, but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the student's parents/guardians or appropriate authorities, and will cooperate fully with local, state or federal officials in any investigation concerning or relating to any illegal activities conducted through the District system.

F. In compliance with Children's Online Privacy Protection Act (COPPA) rules, student-created accounts of the District's server or cloud-based servers will be deleted 90 days after a student exits the District.

G. The District will make good faith efforts to protect students from improper or harmful matter that may appear on the Internet. However, all students and their parents/guardians must understand and acknowledge that the District makes no guarantees about preventing access to materials which students and/or their parents/guardians may find improper or offensive. A student's signature and his/her parents'/guardians' signature on STUDENT RESPONSIBLE USE AGREEMENT shall constitute agreement that the student and his/her parent/guardian not hold the District, nor any District staff, responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence, and that they agree to indemnify and hold harmless the District or District personnel for any damages or costs incurred.

H. Students must not disclose, use, or disseminate or post personal contact information about themselves or other persons on the District system or while accessing the Internet or other forms of direct electronic communication. Students shall also be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

I. Student and parent/guardian permission must be obtained by the classroom or project teacher in order to publish student projects and/or images on a District sponsored web page. The STUDENT RESPONSIBLE USE AGREEMENT includes permission for Student Work: Internet Web Publishing and Permission to Use a Student Image in picture and video, and must be signed by the student and their parent/guardian. This form will be kept on file at the school site.

J. Students shall not access, post, or submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs. Harmful matter includes matter, when taken as a whole, that to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code § 313)

K. Students shall not use the District system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

L. Students shall not use the District system to engage in commercial or other for-profit activities.

M. Students shall not use the District system to threaten, intimidate, harass, or ridicule other students or staff.

N. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

O. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy District equipment or materials or manipulate the data of any user, including so-called "hacking" and the use of proxies.

P. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy or modify, or use another individual's identity.

Q. Students shall report any security problem or misuse of the services to the teacher or principal.

V. STUDENT PASSWORD

Each student using the District system to access the Internet shall have a login name and a password. When using the District system, each student shall use their own login name and password and may not login as another individual. Each student is responsible for his or her individual account and shall take all reasonable precautions to prevent others from using the account. Such precautions include not providing the student's password to another individual unless expressly authorized by the District.

VI. CYBER-BULLYING

The District may provide students instruction, in the classroom or in other educational settings, that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyber-bullying. This instruction may involve parents/guardians, staff, and community members.

Cyber-bullying includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyber-bullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator and may also request that their name be kept in confidence. The Superintendent or designee may establish other processes for students to submit anonymous reports of bullying. Complaints of bullying or harassment shall be investigated and resolved in accordance with site-level grievance procedures.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyber-bullying against other students or staff, or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted students' educational performance.

Students shall be encouraged to save and print any messages sent to them that they feel constitute cyber-bullying and to notify a teacher, the principal, or other employees so that the matter may be investigated.

Any student who engages in cyber-bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting of harmful materials, the Superintendent or designee may also file a complaint with the Internet site or service to have the material removed.

Internet
VII. IMPROPER USE

A. Misuse of the District system by students may constitute violations of District policy and regulations, state or federal law and regulations, or school or classroom rules, and may result in disciplinary action pursuant to District policy and regulations, up to and including expulsion from the District. Violations may also result in suspension or revocation of the student's right to use the District system or access the Internet, as well as legal or criminal action where appropriate.

B. Students who fail to abide by regulations promulgated by the Superintendent or designee, or who fail to abide by the terms and condition contained in the STUDENT RESPONSIBLE USE AGREEMENT shall be subject to disciplinary action, revocation of their right to use the Internet at school, or legal or criminal action as appropriate.

C. "Misuse of the District system," constitutes a violation of Education Code section 48900, subdivision (k), which prohibits disruption of school activities or willful defiance of valid school authority, in addition to other applicable Education Code sections to be determined on a case-by-case basis. "Misuse of the District system" includes, but is not limited to, any of the following acts:

1. Use of the District system or Internet access for reasons other than educational purposes. (For example, students should not be able or allowed to order things from online vendors while using District computers. Accessing websites of personal interest or hobbies is considered educational.)

2. Gaining or maintaining intentional access to materials that advocate illegal acts or harmful materials. Harmful materials includes matter that, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors, except in connection with legitimate classroom activity and under the direct supervision of a District employee.

3. Using the District system or Internet access for any illegal activity, including but not limited to computer hacking, system overloading, copyright or intellectual property law violations, or arranging the sale or possession of controlled substances.

4. Committing plagiarism, violating copyright law or engaging in illegal or unauthorized peer to peer network file sharing.

5. Using defamatory, discriminatory or obscene language in any messages on the District system, or using the District system to harass or discriminate against others.

6. Engaging in any form of cyber-bullying that causes a disruption to a person, to the class, school, or District.

7. Posting anonymous messages on the District system without express District authorization.

8. Posting "spamming" messages on the District system without express District authorization.

9. Using encryption software without express District authorization.

10. Hacking, which includes, but is not limited to intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy District equipment or materials or manipulate the data of any other user.

11. Theft, vandalism or destruction of data, equipment or intellectual property of another user or the District system.

12. Gaining unauthorized access to resources (including software and data) or files.

13. Falsely identifying the student's identity, including using the name, password or account of another without proper authorization.

14. Using the District system for private financial or commercial purposes without express District authorization.

15. Invading the privacy of another without express District authorization.

16. Attempting to gain or gaining access to confidential student or employee records or files.

17. Introducing a virus, Trojan horse, or other destructive device to, or improperly tampering with, the District system.

18. Intentionally degrading or disrupting District equipment or system performance.

19. Creating a web page or associating a web page with the school or District without express District authorization.

20. Providing access to the District system or Internet access to unauthorized individuals.

21. Subscribing to or soliciting information that incurs a cost unless expressly authorized to do so by appropriate District personnel.

22. Failing to obey District, school or classroom policy, regulations, or rules regarding use of the District system.

VIII. DISTRICT LIMITATION OF LIABILITY

Students and their parents/guardians agree not to hold the District or any District staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred.

Files and file space dedicated for student use is generally removed and deleted at the end of each school year but may be removed and deleted at other times if determined, at the sole discretion of District staff, to be in the best interest of the District.

IX. USE OF SOCIAL NETWORKING SITES

Student use of district computers to access social networking sites is determined by the Superintendent. To the extent possible, the Superintendent or designee may block access to such sites on District computers with Internet access.

X. RIGHT TO PRIVACY

Students using the District's technology and Internet access will have no right of privacy, District staff has the right and responsibility to monitor and examine activities of students on the District's system to ensure proper use of the system.

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