



Student Responsible Technology Use and Email Policy

1. Introduction

Campbell Union High School District (“CUHSD” or “District”) supports the use of technology for the purpose of enhancing instruction and improving student learning. Technology is embedded throughout the California Common Core Standards and is an integral part of instruction and student productivity. In preparing students to be college and career ready, technology provides opportunities for students to become collaborative, communicative, creative, and critical learners. CUHSD is committed to delivering high quality educational experiences for students that will give them the skills needed to succeed in both college and today’s workforce. CUHSD is pleased to offer teachers, students, and other school personnel access to computer networks and devices to access district-supplied technology and online-resources to extend learning on and off campus.

This Student Responsible Technology Use and Email Policy (henceforward referred to as the “RUP”) applies to use of “CUHSD Technology,” which is defined as one or more of the following, regardless of whether use occurs on or off campus:

- (1) A service paid for or provided by the District, including, but not limited to:
 - (a) Internet connectivity such as: Wireless, Ethernet, Cable, Modem, Mobile, Hotspots, Satellite, and Broadband;
- (2) Software paid for or provided by the District, including, but not limited to:
 - (a) Email, CUHSD applications, system software and operating systems, databases, games, Internet browsers, and application software; and/or
- (3) Hardware paid for or provided by the District, including, but not limited to, the following:
 - (a) Devices such as: laptops, desktops, Chromebooks, tablets, cell phones, phones, cameras, and voice recorders.

It is one of the technology goals of the district to ensure that each student’s interactions with technology contribute positively to the learning environment both at school and in the community. Negative use of CUHSD Technology that degrades or defames other students or members of our community is unacceptable.



Access to CUHSD Technology is a privilege, not a right. The use of technology by the students entails personal responsibility. It is expected that students will comply with

CUHSD rules, act in a responsible manner, and will honor the terms and conditions set by the classroom teacher, the school, and CUHSD. Failure to comply with such terms and conditions may result in temporary or permanent loss of access as well as other disciplinary or legal action as necessary. In particular, students will be held accountable for their actions and are encouraged to report any improper use of CUHSD Technology immediately to their teacher or school administration.

With the increased usage of free educational applications on the Internet, digital storage areas, containing sensitive student information, may or may not be located on CUHSD or county property. In some cases, data will not be stored on local servers. Therefore, students should not expect that files and communications are private. Students should have no expectation of privacy regarding their use of CUHSD Technology. CUHSD reserves the right to monitor students' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose them to others as it deems necessary.

CUHSD has a private and secure system for sensitive school records, which will be managed by CUHSD's Technology Support Service Staff.

2. Google Apps for Education

CUHSD is offering students a free educational suite of applications for use to enhance teaching and learning. Google Apps is a concept known as "cloud computing", where services and storage are provided over the Internet. CUHSD is providing students Google Message Security. This service provides System Administrators the capability to limit messages based on where they are from, where they are going, or the content they contain. CUHSD will use this technology protection measure to block or filter, to the extent required by law, access of visual depictions that are obscene, pornographic, and harmful to minors over the network.

In order for students to gain access to Gmail and his/her Educational Google Applications account on the Internet, CUHSD must obtain parental permission for a minor under the age of 18 years. Students 18 years and older are also required to acknowledge and accept CUHSD's terms and conditions prior to obtaining access to CUHSD Technology. Under both circumstances, this may be accomplished by completing the **Student Responsible Technology Use and Student Email Policy** form (attached at the end of this document).



3. Appropriate Use of Technology

Student Responsible Use:

CUHSD seeks to maintain an environment that promotes ethical and responsible uses of technology by staff and students. CUHSD permits and encourages the use of its systems in support of educational or professional objectives consistent with the mission and goals of the CUHSD. The following guidelines shall govern a student's direct or indirect use of CUHSD Technology, whether on or off school grounds:

1. A student's access to CUHSD Technology is a privilege, not a right. If a student violates this use policy or abuses the privilege of said access, it may be revoked at the sole discretion of the CUHSD or designee.
2. At any time and without additional notice, CUHSD reserves the right to monitor a student's use of CUHSD Technology and to inspect or delete student data for system maintenance, to determine if a student is abiding by this policy, or for other reasonable purposes.
3. 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.
4. Each student is given a limited amount of space on the server, and student data may be deleted by the system operator to avoid excessive use of server space. Each student should create a hard copy backup of any important data or documents.
5. Students shall use CUHSD Technology safely, responsibly, and primarily for educational purposes.
6. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, lewd, vulgar, obscene, disruptive, or sexually explicit, or that could reasonably 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.
 - a. "Harmful matter" means matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest, and is matter which, taken as a whole, depicts or describes in a patently



offensive way sexual conduct and which, lacks serious literary, artistic, political, or scientific value for minors.” (Penal Code § 313)

7. Students must obtain prior approval from the system operator prior to subscribing to outside email distribution lists or outside electronic bulletin boards.
8. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also are cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of school personnel or, in the case of minor students, their parents/guardians.
 - a. Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.
9. Students shall not use CUHSD Technology to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or use CUHSD Technology in violation of any state law, federal law, Board policy, or Board administrative regulations.
10. Students shall not use CUHSD Technology to engage in commercial or other for-profit activities, unless otherwise authorized by CUHSD.
11. Students shall report any security problem or misuse of the services to the teacher or principal.
12. Students shall not attempt to interfere with other students' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity. This includes any unauthorized use of another individual's password or accessing another individual's account, whether within or outside of CUHSD's network.
13. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy CUHSD Technology or manipulate the data of any other student, including so-called "hacking."
14. Students should not meet in person anyone whom they have only met online.



15. Students shall not use online or computer games or entertainment or social networking sites unless specifically authorized for educational or professional purposes by the supervising teacher or a CUHSD administrator.
16. Students shall not use CUHSD Technology in a manner that potentially or actually causes harm to another person or another's property.
17. Students shall not use CHUSD Technology to engage in any act that constitutes cyberbullying, including the use of profanity and harassment of others, hate mail, discriminatory remarks, chain letters, or any other act that is within the scope of Section 48900(r) of the Education Code or other applicable law.
18. Students shall not access or process pornographic material, inappropriate text files (as determined by the system operator), or files that endanger the integrity of the local area network.
19. Without teacher or other CUHSD authorization, students shall not install any software, including shareware, freeware, or entertainment software, for use on CUHSD Technology.
20. Students shall comply with all applicable copyright laws. Students shall not download, distribute, or use copyrighted materials without the specific written permission of the copyright owner, except those activities related to educational purposes as permitted under the Fair Use Doctrine of the U.S. Copyright Law. Any materials used for research projects or other student-created work shall be appropriately cited to.

Consequences for Misuse:

Use of CUHSD's Technology is a privilege, not a right. Misuse of CUHSD Technology, including a violation of this RUP, may result in the restriction or cancellation of the student's access. Misuse may also lead to disciplinary and/or legal action against a student and/or his/her parent or legal guardian, which includes: (1) The reprimand, suspension, or expulsion of a student; (2) a civil action for the recovery of damages; or, (3) criminal prosecution by government authorities.



Disclaimers:

Each student acknowledges the following disclaimers from the CUHSD in relation to CUHSD Technology:

1. **No Warranties:** CUHSD cannot be held accountable for any advice or information that is accessed or retrieved through CUSHD Technology. Advice or information obtained through the CUHSD's websites, email, or other technology should be independently verified and the CUHSD makes no warranty or guarantee regarding the accuracy of such information. Use of information obtained through CUHSD Technology is at the student's own risk.
2. **Privacy:** CUHSD Technology is exclusively CUHSD property and students have no expectation of privacy in the contents of student email and other student data transmitted through or saved upon CUHSD Technology.
3. **Release:** The CUHSD will not be responsible for any damages which students may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the CUHSD's negligence or student errors.
4. **Student Bears Costs of Use:** Access to CUHSD Technology shall be free of charge to the student, however student shall be responsible for any costs, fines, charges, or damages incurred as a result of his/her use of the Internet or other fee-based services through or on CUHSD Technology.



Cyberbullying On and Off-Campus Misconduct and Its Relationship to School

Students may be subject to discipline for off-campus misconduct if the misconduct is related to school activity or attendance and causes or is reasonably likely to cause a substantial disruption to school activity. For example, a student using technology such as a home computer, cellular phone, or other electronic communication device may be disciplined for engaging in unlawful harassment or making threats against students, staff, or district property even if such misconduct occurred off-campus and during non-school hours if the behavior causes or is reasonably likely to cause a substantial disruption to school activity.

Bullying is defined in Education Code 48900(r)(1), which read as follows when this RUP was last revised: “‘Bullying’ means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in [Education Code] section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- A. Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- B. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- C. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- D. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.”

“Electronic act” is defined in Education Code 48900(r)(2)(A), which read as follows when this RUP was last revised: “Electronic act” means the creation and transmission originated on or off the school site, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- (i) A message, text, sound, or image.
- (ii) A post on a social network Internet Web site including, but not limited to:



- (I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1)[48900(r)(1).]

- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed that the pupil was or is the pupil who was impersonated.

- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious person or a profile using the likeness or attributes of an actual person other than the person who created the false profile.”

Software Code of Ethics

All students of the Campbell Union High School District shall use software only in accordance with its license agreement. Unless otherwise noted in the license, any duplication of copyrighted software – except for backup and archival purposes – is a violation of federal law and Campbell Union High School District policy. This signed RUP will be filed with the student’s records at each school. Pursuant to this RUP, students also agree to the Software Code of Ethics, which includes, but is not limited to the following:

1. I will use software according to the provisions of the license agreements.
2. I will not make unauthorized copies of software under any circumstances.
3. I recognize that the Campbell Union High School District will not tolerate, nor allow, the use of any illegal software copies on CUHSD Technology.
4. I understand that anyone found copying or utilizing software other than for backup or archival purposes is subject to disciplinary actions, up to and including suspension or expulsion.
5. I understand that anyone found making illegal software copies may be subject to applicable civil and/or criminal penalties in addition to disciplinary actions, up to and including suspension or expulsion.
6. I will report any suspected misuse of software to my teacher, a school administrator, or the District’s Technology Services Department.



Campbell Union High School District

Student Responsible Technology Use and Email Policy Form

(RETURN THIS PAGE WITH YOUR PACKET TO YOUR SCHOOL SITE)

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I have read and reviewed the Campbell Union High School District's Student Responsible Technology Use and Email Policy for students, including the Cyberbullying and Software Code of Ethics passages and fully intend to comply with its content. Should I violate those rules, I understand my privilege to use the school district account and CUHSD Technology may be revoked at any time. I also acknowledge that I may be disciplined for misuse of CUHSD Technology.

This agreement shall be in effect during the time of my enrollment in Campbell Union High School District or until my use of CUHSD Technology otherwise ceases, whichever occurs later.

STUDENT SIGNATURE: _____ **DATE:** _____

As the parent/guardian of (please print): _____

I have read this agreement and understand that CUHSD Technology is designed for educational purposes only. I understand that while the District is obligated to maintain controls to prevent students from accessing offensive material when using CUHSD Technology, the District is not obligated to monitor individual students' use of technology and is not responsible for students willfully circumventing CUHSD's filtering devices or engaging in inappropriate activity online. I understand that it is my responsibility to monitor my student's use of CUHSD Technology in accordance with CUHSD's Student Responsible Technology Use and Email Policy, federal and state laws, and all District policies and regulations, including but not limited to Board Policy/Administrative Regulation 6163.4 "Student Use of Technology."

Therefore; I will not hold the Campbell Union High School District or its officers or employees responsible for or legally liable for materials distributed to or acquired from the network, my student's violation of copyright restrictions, the failure of any technology protection measures, and any damages or costs incurred as a result of my student's use of CUHSD technology. I also agree to report any misuse of CUHSD Technology to the system administrator, site administration, or teacher.

I have read and reviewed the Campbell Union High School District's Student Responsible Technology Use and Email Policy. I realize and accept that should my student violate this agreement, that his/her privileges to use CUHSD Technology may be restricted or terminated.

Parent/Guardian Signature: _____ **DATE:** _____

Please don't forget to sign the blue Registration card