

## STUDENT ACCEPTABLE USE OF TECHNOLOGY AGREEMENT 2019-2020

### San Carlos Elementary School District

**Overview.** The San Carlos Elementary School District (“SCSD” or “District”) makes a variety of electronic communications systems and information technologies available to students for educational purposes. When properly used, these technologies promote education by facilitating research, innovation, collaboration, communication, and resource sharing. With this educational opportunity comes responsibility. Illegal, unethical, or inappropriate use of technologies can harm the District, its students, and its employees. This Student Acceptable Use of Technology Agreement (“Use Agreement”) is designed to ensure that the advantages gained from the use of technological resources consistently outweigh any disadvantages. The Use Agreement does this by setting and communicating to students and parents the District’s minimum standards for the use of district systems and technology.

**Mandatory Review.** Each school year, each student and their parent, guardian, or legally responsible care provider must review the guidelines and disclosures contained in this agreement, as well as District Board Policy and Administrative Regulation 6163.4, found through [www.scsdk8.org](http://www.scsdk8.org). Each student and their legally responsible care provider will be asked to sign the Use Agreement acknowledging receipt, understanding, and agreement to its terms.

**District Technology System.** The District’s electronic communication systems and information technologies (“system” or “network”) include any configuration of District owned, controlled, or used hardware and software. The system includes, but is not limited to, the District’s network, servers, computers, mobile devices, peripherals, applications, online resources, Internet access points, email accounts (e.g., a San Carlos School DistrictNet or Google Apps for Education account), software, digitized information, internally or externally accessed databases, telecommunications technology, and any other technology designated by District administration for student’s use.

**Student Use Standards and Expectations.** The system is provided primarily for educational and instructional purposes. If there is any doubt about whether a contemplated activity is acceptable, students or their care providers should consult a District teacher or an administrator before going forward with the activity. In all cases, students must strictly adhere to the standards and expectations described below, the standards set forth in District Board Policy and Administrative Regulation 6163.4, and all other applicable District policies and laws. The District reserves the right to determine which uses constitute acceptable use and to limit access to such uses. Use of the District’s systems and technology is a privilege, not a right.

A. Students shall use only their own accounts and access credentials.

Students are personally responsible for the proper use of their accounts and access credentials (password or login). To ensure proper use, students must never allow anyone else to use their account or their access credentials. Students must not share their access credentials or allow others to use their account while already logged on. It is a violation of this section for students to use, attempt to use, or facilitate access to another student’s account or access credentials, **even if the other student permits or facilitates the use.**

B. Students shall use the system primarily for educational and instructional purposes.

Students shall use the system to promote their education and the education of other students. Students should not misuse school resources through non-educational uses. For example, unless

directly related to a staff-directed school activity, students should not use the system to play video games, download music, watch videos, or participate in chat rooms.

C. When using the system, students shall follow the law, District policy, and school rules.

All District policies and regulations and all school rules related to student activities, conduct, and speech apply with full force to a student's use of the system. A few specific policies bear special mention:

**No inappropriate content.** Students must not create, publish, submit, access online, or display any information that is abusive, obscene, libelous, slanderous, or illegal. District Board Policy and Administrative Regulation 5145.2, prohibit students from posting materials which are obscene, libelous, or slanderous, or which demonstrably incite students to commit unlawful acts on school premises, violate school rules, or substantially disrupt the school's orderly operation. Violations of this section include, but are not limited to students using the System to encourage the use of drugs, alcohol, or tobacco, students using the System to cheat, and students using the System to gamble.

**No bullying.** When using the system, students shall not bully, threaten, or intimidate. District Board Policy and Administrative Regulation 5131.2 prohibit the bullying, harassment, discrimination, and intimidation of District staff and students. This prohibition extends to actions taken using the system. Because of this, the prohibition against bullying includes, but is not limited to, cyber- stalking and cyber-bullying.

D. When using the system, students shall protect their privacy and the privacy of others.

Unless directly related to a staff-directed school activity, and unless the student follows the guidelines established by staff, students shall not use the system to distribute their private information or the private information of others. Private information includes, but is not limited to, account numbers, access credentials, home addresses, telephone numbers, and student records. It is a violation of this section to use the system to publish pictures, videos, recordings, or copied text of other students or staff, without prior written approval of the person whose image is being used.

E. Students shall respect and protect the integrity and security of the system.

Students shall not, and shall not attempt to, damage, destroy, or bypass the system. Students shall not, and shall not attempt to, vandalize, steal, or intentionally damage the System, any component of the System, or any District equipment. For example, students must not upload, download, or create computer viruses, send mass emails or spam, or intentionally cause a disruption of electronic services. Unless given express permission, students shall never attempt to access, modify, download, or manipulate private District data or the data of any other user. Students guilty of hacking, vandalism, theft, or intentional damage are liable for the full extent of harm caused and damages may far exceed the cost of repair, replacement, and remediation.

F. Students shall not alter the system without express authorization.

Except as directed by an authorized staff member, students must not alter computers, networks, printers, hardware, software, or any other equipment or part of the system. For example, the District uses filtering technology, security technology, and protection measures to restrict access to inappropriate materials. It is a violation of this section for students to bypass or attempt to bypass

these technologies and measures. This prohibition includes downloading or installing software, changing settings, or any other alterations, except as specifically directed by a staff member.

G. Students shall respect the intellectual property rights of others.

Students shall comply with all laws, District policies, and school rules related to copyright and plagiarism. For example, students shall not make illegal copies of music, pictures, images, videos, games, software, apps, files, or movies. Further, students shall always properly cite sources when using the work of others.

H. Students shall respect the community.

The District strives to create and maintain a positive school climate in which all students can feel comfortable and take pride in their school and their achievements. In furtherance of this goal, the District expects and requires that students demonstrate respect for each other and staff in their communications. Conduct, including the use of language, that is inappropriate in the classroom, is inappropriate when using the system.

G. Students shall report any violations of the Use Agreement to Staff.

**Consequences for Violation.** Violation of any of these standards and expectations may result in suspension or loss of the privilege to use all or a portion of the system. Violation may also result in disciplinary action pursuant to District policies and the California Education Code, as well as, criminal or juvenile delinquency prosecution.

**Student Access to the System and the Internet.** Though the District uses filtering and protection measures that are designed to restrict access to inappropriate materials, such measures cannot absolutely prevent access. Because of this, each student must follow the rules for appropriate, responsible, and acceptable use and report violations of the Use Agreement. By completing this Use Agreement, the parent, guardian, or legally responsible caretaker for each student acknowledges that filtering protection measures cannot provide complete protection against the risks inherent in the use of the internet and wireless communications, determines that for their child the benefits of the use of the system outweigh the risks, and assumes the risk associated with their child's use of the system.

**Supervision and Monitoring.** A student's use of the system, including but not limited to off-campus use of District issued laptops, tablets, and other related peripherals, is not private. Administrators and staff may review files, messages, use history, and other records: (a) to maintain system integrity; (b) to ensure users are acting responsibly; (c) to further the health, safety, discipline and security of a student or other person; (d) to protect property; and (e) for any other lawful purpose consistent with District policies and school rules. Users should have no expectation of privacy with respect to their activities on the system on- or off-campus and any system files stored on District servers or on- or off-site storage sites. Parents are solely responsible for the off-campus supervision of their child's internet and technology usage, even when that usage occurs on a district issued device or is part of a school project.

**Disclaimer of Liability.** The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for financial obligations arising from unauthorized use of the system. Additionally, the District will not be responsible for roaming or data charges that may occur if a personal device detaches from the District's network. The District will not be responsible for any theft of a personal device. Network privileges, including Internet access, and any education accounts, will be granted only after the signature page acknowledging the Use Agreement is received.

**Hold Harmless and Indemnification.** By completing this Use Agreement, each student and their parent, guardian, or legally responsible care provider expressly and individually agree that they will not hold the district or any district staff responsible for the failure of any filtering and technology protection measures designed to restrict access to inappropriate materials, any violations of copyright restrictions, or any other user mistakes or negligence.

By signing this document, you and your child acknowledge receipt, understanding, and agreement to the Use Agreement and each of its provisions.