

# Sebastopol Independent Charter School

## Use Agreement

### Student Use of Technology

Adopted: February 1, 2021

E 6163.4

#### Instruction

#### ACCEPTABLE USE AGREEMENT AND RELEASE OF CHARTER SCHOOL FROM LIABILITY (STUDENTS)

The Sebastopol Independent Charter School authorizes students to use technology owned or otherwise provided by the Charter School as necessary for instructional purposes. The use of Charter School technology is a privilege permitted at the Charter School's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The Charter School reserves the right to suspend access at any time, without notice, for any reason.

The Charter School expects all students to use technology responsibly in order to avoid potential problems and liability. The Charter School may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use Charter School technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

#### Definitions

Charter School technology includes, but is not limited to, computers, the Charter School's computer network including servers and wireless computer networking technology (wi-fi), the Internet, Google Suite programs, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through Charter School-owned or personally owned equipment or devices.

#### Student Obligations and Responsibilities

Students are expected to use Charter School technology safely, responsibly, and for educational purposes only. The student in whose name Charter School technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using Charter School technology for improper purposes, including, but not limited to, use of Charter School technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally disrupt or harm Charter School technology or other Charter School operations (such as destroying Charter School equipment, placing a virus on Charter School computers, adding or removing a computer program without permission from a teacher or other Charter School personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the Charter School or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or Charter School practice

## Privacy

Since the use of Charter School technology is intended for educational purposes, students shall not have any expectation of privacy in any use of Charter School technology.

The Charter School reserves the right to monitor and record all use of Charter School technology, including, but not limited to, access to the Internet or social media, communications sent or received from Charter School technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of Charter School technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any Charter School technology are the sole property of the Charter School. The creation or use of a password by a student on Charter School technology does not create a reasonable expectation of privacy.

## Personally Owned Devices

If a student uses a personally owned device to access Charter School technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use

Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

### Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of Charter School technology, he/she shall immediately report such information to the teacher or other Charter School personnel.

### Consequences for Violation

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to Charter School technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate. Damage to any part of the School's computer systems from irresponsible use by a student may require that the student's parent or guardian pay for the repair or replacement costs.

### Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and Charter School policies and regulations governing the use of Charter School technology. I understand that there is no expectation of privacy when using Charter School technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use Charter School technology and/or to access the school's computer network and the Internet. I understand that, despite the Charter School's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, Charter School, and Charter School personnel against all claims, damages, and costs that may result from my child's use of Charter School technology or the failure of any technology protection measures used by the Charter School. Further, I accept full responsibility for supervision of my child's use of his/her

access account if and when such access is not in the school setting.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_