

# TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) NETWORK AND COMPUTER RELATED RESOURCES

(Based on BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District ( "district") district technology, including, computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following Acceptable Use Agreement will apply. This is a legally binding agreement when signed. **Please read this document carefully.**

Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement. The guardian/parent must sign when the user is under 18 years of age. The district authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable district Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason. The district expects all students to use district technology responsibly and appropriately consistent with district Board policies and regulations, California Education Code, and other local, state and federal laws and regulations governing the applicable matter in order to avoid potential problems and liability.

## **Definitions**

*District technology* includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, 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 district-owned or personally owned equipment or devices.

## **Student Obligations and Responsibilities**

The district's network/computer system ("district system") is shared and available to all registered users. The district system may not be used in a way as to disrupt or interfere with its use by others.

Students are expected to use district technology safely, responsibly, and for educational purposes only. Student users will ONLY use authorized accounts they have been personally issued. The student in whose name district technology is issued is responsible for its proper use at all times. All student users must keep their account passwords confidential. 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.

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

1. Access, post, submit, publish, display, or otherwise use harmful or inappropriate material that is discriminatory, libelous, defamatory, obscene, sexually explicit, disruptive, harassing, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, gender identify, gender expression, sexual orientation, age, disability, religion, or political beliefs
2. Bully/cyberbully, harass, intimidate, or threaten other students, staff, or other individuals
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of yourself, or 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 district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers)
6. "Hack" into the district system to manipulate data of the district or other users
7. Steal services, including connection of unauthorized network/computer equipment to the system.
8. Install non-approved software/programs, and/or the download and install software/programs on district computers and/or network communication systems.
9. Use district technology to communicate unlawful information or to transmit computer viruses.
10. Use of the district system for anonymous access or communication of information.
11. To send "junk", "mass", or "spam" email.
12. Engage in other conduct deemed objectionable by the Tracy Unified School District.
13. Engage in or promote any practice that is unethical or violates any classroom rules, school conduct code, or any law or Board policy, administrative regulation, or district practice, including any communication advocating, encouraging or supporting illegal activities.
14. Access, delete, move, or alter anyone else's files and/or data.
15. Communicate using inappropriate language, including swearing and use of vulgarities.

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## **Privacy**

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

The district reserves the right to monitor and record all use of district technology, including, but not limited to, computer files, access to the Internet or social media, email, text messages, instant messaging, and other electronic communications sent or received from district technology, or through the use of district technology. 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 district technology (such as web searches and emails) cannot be erased or deleted.

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

## **Personally Owned Devices**

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Access to district technology from personal technology is limited to wireless access points on the school campuses. Access to the district technology from personal technology is not available via hardwire connections. The district assumes no liability for personally owned devices, including computers and smart phones, if such devices are damaged, lost, or stolen. The student and parent/guardian, shall indemnify and hold the district harmless from any losses sustained as the result of use or misuse of the district's technology by the student, and/or the loss or damage of personally owned devices.

## **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 district technology, he/she shall immediately report such information to the teacher or other district personnel.

## **Consequences for Violation**

Violations of the law, district Board policies and regulations governing the use of district technology, or this Acceptable Use Agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy/regulation, or this Acceptable Use Agreement may be reported to law enforcement agencies as appropriate.

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The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action. Students shall report any misuse of district technology to their teacher or principal.

The district shall not be held responsible for any damages suffered by the user of district technology, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use district technology. The district specifically denies any responsibility for the accuracy or quality of information obtained electronically.

**The following two sections are for students and their parents and REQUIRE SIGNATURES.**

**STUDENT AGREEMENT**

I have received, read, understand, and agree to abide by this ACCEPTABLE USE AGREEMENT and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I accept responsibility for the appropriate use of district technology and further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student (PRINT NAME)	Student ID #	School Site	Signature	Date
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If the student is under 18 years of age, a parent/guardian must also read and sign the Agreement.

**PARENT/GUARDIAN AGREEMENT**

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

Parent/Guardian (PRINT NAME)	Signature	Date
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