

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Student Technology Responsible Use Agreement

The San Bernardino City Unified School District (SBCUSD) is providing students access to the District's electronic network. The purpose of the network is to assist in preparing students for success in career and college readiness by providing them with electronic access to a wide range of information, the ability to communicate with people throughout the world, and the capacity to create products to demonstrate knowledge and understanding. This document (hereinafter referred to as, "Agreement") applies to all students accessing the SBCUSD electronic network, all resources made available through the network, and all devices connected to the network (including the use of personal devices on District property or while participating in school-related functions).

Mandatory Review

To educate students on expectations for responsible use of the SBCUSD electronic network, students are required to review this Agreement each school year. Additionally, employees supervising students who use the SBCUSD electronic network shall provide training emphasizing its appropriate use. All District students shall acknowledge receipt and understanding of this Agreement and shall agree in writing to comply with the same. The parent/legal guardian of a student is also required to acknowledge receipt and understanding of this Agreement.

General Policies

- The SBCUSD electronic network has been established for specific educational purposes and for District business. The term "educational purpose" includes, but is not limited to, classroom activities, career development, and high-quality self-discovery activities.
- The SBCUSD electronic network has been established for educational purposes and not as a public access service or a public forum. San Bernardino City Unified School District has the right to place reasonable restrictions on material that is accessed or posted throughout the network.
- A content filtering solution is in place to prevent access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the Children's Internet Protection Act (CIPA).
- This Agreement also pertains to users who connect via non-District network services (e.g., cell phones, mobile hot-spots, etc.) while on District property or while participating in school-related functions. However, SBCUSD cannot be held responsible for content accessed through such services.
- Students must sign and adhere to this Agreement, and parent/guardian permission is required for all students under the age of 18. The District is not responsible for the actions of students who violate this Agreement. Access is a privilege — not a right.
- The District reserves the right to monitor all activity on the SBCUSD electronic network. Students have no expectation of privacy with respect to usage of the electronic network, even if the use is for personal purposes.
- Students may be held responsible for any damage that is caused by their inappropriate use of the network or equipment.
- In addition to this Agreement, students are expected to follow all aspects of the Student Use of Technology Policy (BP 6163.4) and Student Use of Technology Administrative Regulation (AR 6163.4). The same rules, good manners, common sense guidelines, and laws that are used with other daily school activities also apply in students' use of the SBCUSD electronic network.

Digital Citizenship Expectations

While utilizing any portion of the SBCUSD electronic network and equipment, students are expected to exhibit responsible behavior and to refrain from engaging in inappropriate use. The SBCUSD electronic network is considered a limited forum, and therefore the District may restrict a student's use of the network for valid reasons, including but not limited to, violations of the following:

- Students shall not post information that, if acted upon, could cause damage or danger of disruption to the educational environment for staff and/or students.
- Students shall not engage in electronic personal attacks that are in violation of District policy or State or Federal law.

- Students shall not harass, bully, or engage in any activities intended to harm (physically or emotionally) another person. Harassment is persistently acting in a manner that distresses or annoys another person, and includes, but is not limited to online impersonation, intimidation, or denigration; sending persistent and unsolicited messages; cyberstalking; and changing or manipulating the digital property of others.
- Students shall not distribute or post fabricated, harmful or defamatory information about a person or organization.
- Students shall not use the SBCUSD electronic network or equipment or personal devices to engage in criminal activity.
- Students shall not display, access or send offensive, explicit, or inappropriate messages or content.
- Students shall not offer, provide, or purchase products or services through the SBCUSD electronic network.
- Students shall not use the SBCUSD electronic network for political lobbying.

Internet and Student Websites

- Access to Web-based resources is intended for educational purposes. Students are expected to adhere to responsible use guidelines as specified in this Agreement and District policy, and immediately report inappropriate sites to District staff.
- The use of any photographs or student work on any webpages must follow District guidelines established by the Communications Department.
- Material (graphics, text, sound, etc.) placed on any webpages are expected to meet academic standards of proper spelling, grammar, mechanics, and accuracy of information, and legal standards of copyright.
- All student webpages must have a link back to the homepage of the classroom, school or District, as appropriate.

Electronic Communication

- Students may be provided with accounts that allow for email, messaging, chat, social networking, etc. These accounts are to be used for specific educational purposes or activities in accordance with State and Federal law.
- Students shall not establish or access personal accounts through the District network for non-educational purposes.
- Students shall not repost content, including but not limited to pictures, messages, or videos, that were sent to them privately without the permission of the sender and any subjects depicted in the content.
- Students shall not post private and/or personal information about another person, including, but not limited to contact or identifier information.

Real-time, Interactive Communication Areas and Social Media

- Students may use chat, instant messaging, and/or social media in a moderated environment established to support educational purposes.
- When using social media resources (e.g., YouTube, threaded discussion groups, and blogs) for educational purposes, students are expected to comply with all aspects of the Student Use of Technology Policy (BP 6163.4), Student Use of Technology Administrative Regulation (AR 6163.4), and this Agreement.

Personal Safety

- Students shall not share personal contact and/or identifier information about themselves or other people. Personal contact/identifier information includes, but is not limited to, address, telephone, school address, email address, or Social Security Number.
- Elementary and middle school students shall not disclose their full name or any other personal contact information for any purpose.
- High school students shall not disclose personal contact information, except to education institutes for educational purposes, companies or other entities for career development purposes, or without specific authorization.
- Students shall not agree to meet with someone they have met online.
- Students shall promptly disclose to a teacher or other school employee any message received that is inappropriate or makes the student feel uncomfortable.

System Security

- Students are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them, which includes, but is not limited to keeping passwords private.

- Students shall immediately notify a teacher or other school employee if they have identified a possible security problem. Students should not go looking for security problems, because this may be construed as an illegal attempt to gain access.
- Students shall not attempt to gain unauthorized access to any portion of the SBCUSD electronic network. This includes attempting to log in through another person's account or access another person's folders, work, or files. These actions are illegal, even if only for the purposes of "browsing".
- Students shall not attempt to access non-student District systems.
- Students shall not make deliberate attempts to disrupt the SBCUSD electronic network or destroy data by spreading computer viruses or by any other means. These actions are illegal.
- Students shall not intentionally attempt to access web sites blocked by District policy, including the use of proxy services, software, or web sites.
- Students shall not use sniffing or remote access technology to monitor the network or other user's activity.

Software and Files

- Software is available to students to be used as an educational resource. Students shall not install, upload or download software without District permission. Any software that causes disruption to the SBCUSD electronic network will be removed.
- Files stored on the SBCUSD electronic network are treated in the same manner as other school records. Routine maintenance and monitoring of the SBCUSD electronic network by authorized employees may lead to discovery that a student has violated this Agreement or the law. Students should not expect that files stored on District servers or accessed through the SBCUSD electronic network are private.

Technology Hardware

- Hardware and peripherals are provided as tools for student use for educational purposes. Students are not permitted to install or relocate network hardware and/or peripherals (except for portable devices), or to modify settings to equipment without the consent of the District Information Technology Department.
- Students shall not connect any unauthorized wired or wireless devices to the SBCUSD electronic network.

Vandalism

- Any malicious attempt to harm or destroy data, the network, other network components connected to the network backbone, hardware or software may result in cancellation of network privileges. Appropriate disciplinary action will be taken.

Plagiarism and Copyright Infringement

- Students may access copyrighted material for educational purposes.
- All students are expected to follow existing copyright laws. Posting any material (graphics, text, sound, etc.) that is in violation of any federal or state law is prohibited. This includes, but is not limited to, confidential information, copyrighted material, threatening or obscene material, and computer viruses.
- Copyrighted material shall not be placed on any system without the author's permission. Permission may be specified in the document, on the system, or must be obtained directly from the author.
- Students shall not plagiarize works found on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original work.
- Students shall appropriately cite materials referenced or used in the production of original work.

Videoconferencing/Classroom Video Feed

- All videoconferencing must be for educational purposes.
- Students shall not record or stream classroom or other school-related activities without proper authorization. All such recording or streaming must be in compliance with student privacy laws.

Due Process

- The District's authorized representatives will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the SBCUSD electronic network.

- Disciplinary actions will be tailored to meet specific concerns related to the violation. Violations of this Agreement may result in a loss of access as well as other disciplinary and/or legal action.

Limitation of Liability

- The District makes no guarantee that the functions or the services provided by or through the SBCUSD electronic network will be error-free or without defect. The District will not be responsible for any damage suffered, including but not limited to, loss of data, damage to personal devices, or interruptions of service.
- The District is not responsible for the accuracy or quality of the information obtained through or stored on the SBCUSD electronic network. The District will not be responsible for financial obligations arising through the unauthorized use of the network.
- The District utilizes a content filtering solution to block access to objectionable and inappropriate material on the Internet. Preventing all such access is impossible, however, and a risk exists that a student may access material intended only for adults, even with filtering in place. No safeguard is foolproof, and the District is not responsible for material encountered on its electronic network which may be deemed objectionable to a user or his/her parent/legal guardian.

Violations of This Agreement

Violations of this Agreement may result in loss of access as well as other disciplinary and/or legal action. Students' violation of this Agreement shall be subject to the consequences as indicated within this Agreement as well as other appropriate disciplinary action(s), including but not limited to:

- Use of SBCUSD electronic network only under direct supervision
- Suspension of network privileges
- Revocation of network privileges
- Suspension of computer privileges
- Suspension from school
- Expulsion from school
- Legal action and prosecution by the authorities

The particular consequences for violations of this Agreement shall be determined by authorized District personnel. The Superintendent or designee and/or the Board shall determine when school expulsion and/or legal action or actions by the authorities are the appropriate course of action.

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Student Technology Responsible Use Agreement

Student Name: _____ **Date of Birth:** _____

School: _____ **ID Number:** _____

I understand I may be given access to components of the SBCUSD electronic network—which includes Internet access, computer services, computer equipment, and related equipment—for educational purposes.

I have read and understand the San Bernardino City Unified School District Student Technology Responsible Use Agreement.

I agree to follow the terms contained in this Agreement.

I understand that any violations of this Agreement may result in disciplinary action, the cancellation of SBCUSD electronic network access privileges, and appropriate legal action.

Student Signature: _____ **Date:** _____

(Students under the age of 18 must also have the signature of a parent or guardian who has read this Agreement.)

As the parent/guardian of this student, I have read and understand the Student Technology Responsible Use Agreement. I hereby give my permission to grant access to the SBCUSD electronic network to my child.

Parent/Guardian Signature: _____ **Date:** _____