



## VISALIA UNIFIED SCHOOL DISTRICT

### Acceptable Use Agreement

### Student

The purpose of this Acceptable Use Agreement (“Agreement”) is to ensure a safe and appropriate environment for all students. Providing and issuing a Chromebook or Chromebook with WiFi hotspot, or \_\_\_\_\_ (“Device”) for instructional use to our students is an important part of our school’s instructional program. This Agreement notifies parents and students about the acceptable ways in which Devices may be used. The Visalia Unified School District (“District”) recognizes and supports advances in technology and provides an array of technology resources for students to use to enhance learning and education. While these technologies provide a valuable resource to students, it is important that students’ use of technology be appropriate for school purposes.

Pursuant to Board Policy 6163.4, only Users of District Technology who submit a signature acknowledging receipt and agreement to the terms of use outlined in this Agreement and the District’s Acceptable Use Agreement are authorized to use Devices.

#### Terms of Use

Acceptable Use: District students are only permitted to use Devices for purposes that are safe (pose no risk to students, employees or assets), legal, ethical, do not conflict with the mission of the District, and are compliant with all other District policies. Usage that meets these requirements is deemed “proper” and “acceptable” unless specifically excluded by this policy or other District policies. The District reserves the right to restrict online destinations through software or other means.

Removal or alteration of any District identification label attached or displayed on the Device is strictly prohibited. Users may not deface the Device or adhere stickers or any other markings to it.

Additionally, the District expressly prohibits:

1. Using Devices for commercial gain;
2. Altering or defacing the Device in any way;
3. Disassembling or attempting to repair the Device in any way;
4. Leaving the Device unattended in public or loaning out the device to other individuals;
5. Accessing Devices for the purpose of gaming or engaging in any illegal activity;
6. Using the Device to encourage the use of drugs, alcohol, or tobacco;
7. Transmission of confidential information to unauthorized recipients;
8. Inappropriate and unprofessional behavior online such as use of threats, intimidation, bullying or “flaming”;
9. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit;
10. Using Devices for the creation or distribution of chain emails, any disruptive or offensive messages, offensive comments about race, gender, disabilities, age, sexual orientation, religious beliefs/practices, political beliefs, or material that is in violation of workplace harassment or workplace violence laws or policies;
11. Significant consumption of Devices for non-school related activities (such as video, audio or downloading large files) or excessive time spent using Devices for non-school purposes (e.g. shopping, personal social networking, or sports related sites);
12. Knowingly or carelessly performing an act that will interfere with or disrupt the normal operation of computers, terminals, peripherals, or networks, whether within or outside of Devices (e.g., deleting programs or changing icon names) is prohibited;

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13. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person;
14. Infringe on copyright, license, trademark, patent, or other intellectual property rights;
15. Disabling any and all antivirus software running on Devices or “hacking” with Devices; or
16. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials.

Distance Learning Use: Users agree to ensure the Device has a fully charged battery before class sessions. Internet surfing and YouTube cruising are strictly prohibited and will be monitored. Listening to personal music during instructional time is strictly prohibited. In the event a student is not able to access the internet to participate in distance learning, the District shall provide an alternate means of participation in the District curriculum.

Accountability: Users are prohibited from anonymous usage of Devices. In practice, this means users must sign in with their uniquely assigned District User ID before accessing/using Devices. Users may only use the school provided Google account, which may be reviewed at any time by any school administrator or teacher. Similarly, “spoofing” or otherwise modifying or obscuring a user’s IP Address, or any other user’s IP Address, is prohibited. Circumventing user authentication or security of any host, network, or account is also prohibited.

Disclaimer: The District cannot be held accountable for the information that is retrieved via the network. The District will not be responsible for any damages you may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the District Systems, System Administrators or your own errors or omissions. Use of any information obtained is at your own risk. The District makes no warranties (expressed or implied) with respect to: (a) the content of any advice or information received by a student, or any costs or charges incurred as a result of seeing or accepting any information; or (b) any costs, liability, or damages caused by the way the student chooses to use his or her access to the network.

Password Policy: Passwords must not be shared with anyone and must be treated as confidential information. Passwords must be changed as often as required by the District’s IT department. All Users are responsible for managing their use of Devices and are accountable for their actions relating to security. Allowing the use of your account or Device by another user is also strictly prohibited. All passwords created for or used on any Device are the sole property of the District. The creation or use of a password by a student on Devices does not create a reasonable expectation of privacy.

Responsibility: Users are responsible for their own use of Devices and are advised to exercise common sense and follow this Agreement in regards to what constitutes appropriate use of Devices in the absence of specific guidance. Users are responsible at all times for the care and appropriate use of the issued Device and must adhere to the terms of use each time the device is used, on or off school grounds. Users agree to ensure the Device is secure and safe at all times, and will handle the Device carefully and protect it from potential sources of damage. Devices should be treated like a textbook and are a tool to help in the learning process. Users may only use Devices as directed by teachers.

Revocation of Authorized Possession: The District reserves the right, at any time, for any reason or no reason, to revoke a User’s permission to access, use, or possess Devices.

Restriction of Use: The District reserves the right, at any time, for any reason or no reason, to limit the manner in which a User may use Devices in addition to the terms and restrictions already contained in this Agreement.

Third-Party Technology: Connecting unauthorized equipment to the Device, including the unauthorized installation of any software (including shareware and freeware), is prohibited.

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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 Devices, he/she shall immediately report such information to the Superintendent or designee. Users must report theft (or suspected theft), loss, damage, or malfunction of the Device to school personnel immediately. The student's parent/guardian is required to notify police and provide a copy of an official police report to District administration, if a Device is reported as stolen outside of school grounds.

Inspection: Upon request, the student agrees to deliver the issued Device to District staff for technical inspection or to verify inventory or other information. Students will make available for inspection by any school administrator or teacher any messages, communication, or files sent or received on any District issued Device.

District Property: All Devices are property of the District. All such issued Devices shall be returned to the District prior to the conclusion of each school year or prior to the student's withdrawal from the District, if earlier than the conclusion of the school year.

Consequences for Violation: Violations of the law, Board policy, or this Agreement may result in revocation of a student's access to Devices and/or restriction of his/her use of Devices 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 deemed appropriate.

Discipline for Misuse or Damage: All discipline regarding the use of Devices will be evaluated in regards to the incident frequency, severity, and best possible course of action. The school Principal or Designee shall have the final say as to the disciplinary action taken in accordance with the California Education Code. Parents or guardians may be responsible for the full price of repair or replacement of the Device for willful damage or loss of the Device.

### **Enforcement**

Record of Activity: Usage may be monitored or researched in the event of suspected improper Device usage or policy violations.

Blocked or Restricted Access: User access to specific Internet resources, or categories of Internet resources, deemed inappropriate or non-compliant with this policy may be blocked or restricted. A particular website that is deemed "Acceptable" for use may still be judged a risk to the District (e.g. it could be hosting malware), in which case it may also be subject to blocking or restriction.

No Expectation of Privacy: Users have no expectation of privacy regarding their use of Devices. Log files, audit trails and other data about user activities with Devices may be used for forensic training or research purposes, or as evidence in a legal or disciplinary matter. Users are on notice that Devices are subject to search and seizure in order to facilitate maintenance, inspections, updates, upgrades, and audits, all of which necessarily occur both frequently and without notice so that the District can maintain the integrity of Devices. All data viewed or stored is subject to audit, review, disclosure and discovery. Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code section 6250, *et seq.*). Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510, *et seq.*), notice is hereby given that there are no facilities provided by Devices for sending or receiving private or confidential electronic communications. System Administrators have access to all email and will monitor messages. Messages relating to or in support of illegal or inappropriate activities will be reported to the appropriate authorities and/or District personnel.

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The District reserves the right to monitor and record all use of Devices, including, but not limited to, access to the Internet or social media, communications sent or received from Devices, or other uses within the jurisdiction of the District. 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 Devices (such as web searches or emails) cannot be erased or deleted. The District reserves the right to review any usage and make a case-by-case determination whether the User's duties require access to and/or use of Devices which may not conform to the terms of this policy.

Specific Consent to Search and Seizure of District Technology: The undersigned consents to the search and seizure of any Device in the undersigned's possession by the District, the District's authorized representative, a System Administrator, or any Peace Officer at any time of the day or night and by any means. This consent is unlimited and shall apply to any Device that is in the possession of the undersigned, whenever the possession occurs, and regardless of whether the possession is authorized. The undersigned waives any rights that may apply to searches of Devices under SB 178 as set forth in Penal Code sections 1546 through 1546.4.

**Student Acknowledgment**

I have received, read, understand, and agree to abide by Board Policy 6163.4, this Agreement, and other applicable laws and District policies and regulations governing the use of Devices. I understand that there is no expectation of privacy when using Devices. I hereby release the District and its personnel from any and all claims and damages arising from my use of Devices or from the failure of any technology protection measures employed by the District. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

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

School: \_\_\_\_\_

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 Board Policy 6163.4 and the terms of the Agreement. By signing this Agreement, I give permission for my child to use Devices 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 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 Devices 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.

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

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