TUSTIN UNIFIED SCHOOL DISTRICT
ACCEPTABLE USE OF TECHNOLOGY AGREEMENT
STUDENT

The Board of Trustees recognizes in accordance with Board Policy 4040 that technological resources can enhance student performance by offering effective tools to assist in providing a quality instructional program, facilitating communication and collaboration, and improving access to and exchange of information.

It is the policy of the Tustin Unified School District (TustinUSD) to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of Board Policy 4040 & 6163.4 for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, TustinUSD recognizes its legal and ethical obligation to protect the well-being of students in its charge.

To this end, TustinUSD retains the following rights and recognizes the following obligations:

1. To log network use and to monitor fileserver space utilization by users and assume no responsibility or liability for files deleted due to violation of fileserver space allotments.
2. To remove a user account on the network.
3. To monitor the use of online activities. This may include real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
4. To provide internal and external controls as appropriate and feasible. Such controls shall include the right to determine who will have access to TustinUSD-owned equipment and, specifically, to exclude those who do not abide by TustinUSD's acceptable use policy or other policies governing the use of school facilities, equipment, and materials. TustinUSD reserves the right to restrict online destinations through software or other means.
5. To assist with providing internet access at home for families that have no other means of securing internet access on their own.
6. To provide guidelines and make reasonable efforts to train staff and students in acceptable use and proper Digital Citizenship.

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, home based routers (indoor/outdoor CPE), wireless hotspots 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

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name district technology is issued is responsible for its

proper use at all times. Students shall not share their assigned device, 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. If the student is using a home-based router or hotspot, all previously defined obligations and responsibilities still apply while away from a TustinUSD campus. Student should be aware that any modification of the physical device or internal programming thereof, shall be considered as a violation of this agreement.

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district 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. Intentional misuse of features in applications/websites including, but not limited to, embedded applications, websites (URLs), software, and Artificial Intelligence resources.
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
6. 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 or using a proxy server).
7. Install unauthorized software.
8. "Hack" into the system to manipulate data of the District or other users.
9. Proper codes of conduct in electronic communication must be used. In Internet use, giving out personal information is inappropriate. When using e-mail, social media, or other services extreme caution must always be taken in revealing any information of a personal nature.
10. Excessive use of the network for non-instructional activities shall be cause for disciplinary action.
11. Hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors are prohibited on the network.
12. The TustinUSD network may not be used for downloading entertainment software or other files not related to the mission and objectives of TustinUSD for transfer to a user's home computer, personal computer, or other media. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of TustinUSD.
13. Playing games is prohibited unless specifically authorized by a teacher for instructional purposes.
14. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.

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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, access to the Internet or social media, communications sent or received from district 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 district technology (such as web searches and emails) cannot be erased or deleted. The District does not authorize students to release usernames, passwords or other personally identifiable information to entities outside of Tustin Unified School District.

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.

Advisement
It is possible for all users of the Internet to access information that is intended for adults. Although the District has taken all reasonable steps to ensure the Internet connection is used only for purposes consistent with the curriculum, the District or school cannot prevent the availability of material elsewhere on the Internet that may be deemed harmful. The District reserves the ability to employ data decryption on district provided internet connections to comply with the Child Internet Protection Act (CIPA).

Computer security cannot be made perfect, and it is likely that a determined user can make use of computer resources for inappropriate purposes. The District believes that the benefits to staff and pupils from access to the Internet, in the form of information resources and opportunities for collaboration, far exceed any disadvantages of access. Ultimately, parent(s) and guardian(s) of minors are responsible for setting and conveying the standards that their child or ward should follow. To that end, the District supports and respects each family's right to decide whether or not to agree to Internet access.

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. 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.

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

Consequences for Violation
Violations of the law, Board policy, or this 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, or this agreement may be reported to law enforcement agencies as appropriate. In the event of the need for repair or replacement of a student device due to willful misconduct resulting in complete loss, damage or theft of the student issued device, fines may be imposed on student account up the full replacement cost as allowed by California Ed Code.