

**San Diego County Office of Education
Student Services and Programs**

**Acceptable Use Agreement
Student Use of SDCOE Technological Resources**

The San Diego County Office of Education (SDCOE) provides technological resources¹ for student use to support the instructional program and to promote educational excellence. These resources include: equipment, software, software as services, electronic networks, website content, and licenses. Students are expected to use these technological resources in a responsible, safe, and age-appropriate manner.

This *Acceptable Use Agreement* (AUA) presents the obligations and responsibilities of students while using SDCOE technological resources. Access to SDCOE technological resources may be terminated, denied, suspended or revoked at any time as a result of violations of this AUA.

Parents/guardians are expected to review this AUA with their children. The signature(s) at the end of this document indicate acceptance of the terms of student use. Signature(s) are required prior to student access to SDCOE technological resources.

In compliance with the Children's Internet Protection Act (CIPA), SDCOE uses a technology protection measure that filters and blocks access to unacceptable web content. However, there is still the risk that a student may be exposed to unacceptable, harmful or inappropriate content. If a student accidentally connects to such material, he/she should immediately contact his/her teacher/supervisor.

Students must be aware that information accessed, created, sent, received or stored on any SDCOE technological resource is not private and may be read or monitored by staff.

Student Obligations and Responsibilities

Students are authorized to use the technological resources of the SDCOE in accordance with the obligations and responsibilities specified below.

1. Students shall not disclose, use, distribute, publish, e-mail, hyperlink, or make available for downloading personal identifying information about themselves or anyone else when using the Internet, e-mail, chat rooms, or other forms of direct electronic communication unless authorized, in writing, by the program administrator for purposes consistent with the educational program. Personal identifying information includes, but is not limited to: digital images, full names, personal account access information, home addresses, phone numbers, Social Security numbers, and any other individually identifiable information.
2. Students shall not use SDCOE technological resources for commercial or other for-profit activities, political or religious purposes, or personal use unrelated to an educational purpose.
3. Students shall not use technological resources to encourage the use of drugs, alcohol, or tobacco, to promote or participate in unethical practices such as cheating and plagiarism, or to conduct any activity prohibited by law, Board policy, or administrative regulation.

4. Students are prohibited from accessing, downloading, posting, transmitting, publishing, or displaying harmful matter² or any content that is inappropriate, threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of any member of a group protected by state or federal law.
5. Students shall not use technological resources to engage in Cyberbullying.

Cyberbullying refers to any severe or pervasive act or conduct inflicted by means of an electronic act³ for the purpose of harassing, intimidating, or threatening any individual, including students, staff or administrators, at any time. This includes using SDCOE technological resources to access e-mail messages, texts, sounds, images, or posts on a social networking website for such purposes.

Cyberbullying is further defined in SDCOE Administrative Regulation 6163, available from school administration or online at: www.sdcoe.net/business/legal/policy.asp

6. Students shall not connect to social networking websites unless authorized, in writing, by the program administrator for purposes consistent with the educational program. Any authorized participation by students in social networking websites must be in compliance with the obligations and responsibilities of this AUA.
7. Students shall not download, post, transmit, or publish any copyrighted material, including multimedia and software except as permitted by copyright law or with appropriate permission or license.
8. Students shall not knowingly access and without permission read, delete, copy, or modify other users' e-mail messages or files; interfere with other users' ability to send or receive e-mail messages; or forge or fraudulently use other users' e-mail or files.
9. Students shall not commit acts of vandalism, including but not limited to, hacking, intentionally uploading, downloading, transferring, or creating computer viruses and/or any malicious or unauthorized use of SDCOE technological resources. Also included are any actions that attempt to harm or destroy equipment or materials or manipulate the data, in any form, of any other user. Public offenses related to computer crime are further defined in Penal Code section 502.
10. Students shall not purposefully disable or circumvent any technology protection measure installed on SDCOE technological resources.

DEFINITIONS OF TERMS

¹ **Technological resources** of the San Diego County Office of Education (SDCOE) include but are not limited to the following:

- **Equipment:** All desktop, laptop, tablet, and portable computers; telephones and cellular phones; personal digital assistants (PDAs); and peripheral devices, including printers, scanners, and external or removable storage devices
- **Software:** Operating systems; off-the-shelf applications; operating system and browser extensions; and the CD-ROMs, DVDs and electronic downloads containing applications and installers
- **Software as a Service (SaaS):** Application software that is Internet-based and is not installed on local workstations, such as GoogleApps and Microsoft Office Live
- **Wired and Wireless Electronic Networks:** Equipment, cabling, software, and data circuitry that provides wired or wireless connections among SDCOE facilities, commercial Internet access (including services granted by the K12 High Speed Network), and interconnection of SDCOE servers and workstations
- **Websites and content:** All web sites hosted on equipment owned or leased by SDCOE and all websites bearing the San Diego County Board of Education copyright, including the underlying text, pictures, data, and presentation of information that comprises static and dynamic web page content
- **Licenses:** All documentation, activation keys and codes, and rights to use and/or redistribute that are purchased by or granted to SDCOE for the purpose of using copyrighted software

² **Harmful matter** means matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest, and is matter which, taken as a whole, depicts or describes in a patently offensive way sexual conduct and which, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors. [California Penal Code section 313(a)]

³ **Electronic act** means the transmission of a communication, including but not limited to, a message, text, sound, image, or post on a social networking website, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.
[California Education Code section 48900(r)]

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PARENT OR GUARDIAN AGREEMENT: (Students under the age of 18 must have a parent or guardian read and sign this Acceptable Use Agreement.)

As a parent or guardian of the student named below, I have read this *Acceptable Use Agreement* (AUA) and I understand that the use of the SDCOE Technological Resources is provided for educational purposes only. I understand that it is impossible for the SDCOE to block access to all controversial content, and I will not hold the SDCOE, district, or school/program responsible for content acquired or accessed using SDCOE Technological Resources. I hereby give my permission for my child or dependent to use SDCOE Technological Resources. I release the SDCOE, its affiliates and its employees from any claims or damages of any nature arising from my child's or dependent's access or use of SDCOE Technological Resources. I also agree not to hold the SDCOE responsible for content improperly acquired, or for violations of copyright restrictions, user's mistakes or negligence, or any costs incurred by users. This agreement shall be governed by and construed under the laws of the United States and the State of California.

Parent/Legal Guardian Signature: _____
Date: _____

Print Parent/Legal Guardian Name: _____

Print Student Name: _____

STUDENT AGREEMENT:

I acknowledge that I understand and agree to follow the Obligations and Responsibilities presented in this *Acceptable Use Agreement* (AUA). I understand that any violations could result in the immediate loss of my use of the SDCOE Technological Resources and may result in further disciplinary and/or legal action, including but not limited to suspension, or referral to legal authorities.

Student Signature: _____ Date: _____

Print Student Name: _____ Age _____

Disclaimer: The SDCOE does not guarantee the quality, condition, or functioning of technological resources provided to students for academic use. The SDCOE is not responsible for damages suffered while using the provided technological resources. These damages include: the loss of data, non-deliveries, or service interruptions caused by the SDCOE network and/or technological resources. The SDCOE is not responsible for the accuracy or quality of any information obtained through the use of its technological resources. Also, the SDCOE takes precautions to ensure students cannot access or receive inappropriate and/or obscene content via technological resources, but cannot guarantee that all such content will be blocked.

For detailed information regarding student use of SDCOE technological resources, see Administrative Regulation 6163, available from school administration or at:
<http://www.sdcoe.net/business2/dfs/legal/ar/6163.pdf>