

**E6163.4 Student Use Of Technology**  
**Instruction**

**Status: ADOPTED**  
**October 17, 2012**

**ACCEPTABLE USE AGREEMENT AND RELEASE OF COUNTY OFFICE FROM LIABILITY**  
**(STUDENTS)**

The Modoc County Office of Education authorizes students to use technology owned or otherwise provided by the County Office 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 Board policies, administrative regulations, and this Acceptable Use Agreement. The County Office reserves the right to suspend access at any time, without notice, for any reason.

The County Office expects all students to use technology responsibly in order to avoid potential problems and liability. The County Office may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

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.

**Definitions**

County Office technology includes, but is not limited to, computers, the County Office computer network including storage servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, 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 County Office owned or personally owned equipment or devices.

**Student Obligations and Responsibilities**

Students are expected to use County Office 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 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.

Students are prohibited from using County Office technology for improper purposes, including, but not limited to, use of County Office 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. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally disrupt or harm district technology or other County Office operations (such as destroying County Office equipment, placing a virus on County Office computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or County Office practice

### Privacy

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

The County Office reserves the right to monitor and record all use of County Office technology, including, but not limited to, access to the Internet or social media, communications sent or received from County Office 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.

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

### Personally Owned Devices

If a student uses a personally owned device to access County Office 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.

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

### Consequences for Violation

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to County Office 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.

### Student Acknowledgment

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 further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

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

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 the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use County Office 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 school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, County Office, and County Office personnel against all claims, damages, and costs that may result from my child's use of County Office technology or the failure of any technology protection measures used by the County Office. 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: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

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

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