

ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (STUDENTS)

The Kerman Unified School District authorizes students to use technology owned or otherwise provided by the District 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 District reserves the right to suspend access at any time, without notice, for any reason.

The District expects all students to use technology responsibly in order to avoid potential problems and liability. The District 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

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, 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 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. Furthermore, students shall not attempt to access any data, documents, emails, or programs in the District's system for which they do not have authorization.

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 threatening, obscene, disruptive, sexually explicit, or that could be construed as discriminating, defaming, harassing, bullying, or intimidating others based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, national origin, nationality, race or ethnicity, ethnic group identification, religion, marital or parental status, sex, sexual orientation or association with a person or a group with one or more of these actual or perceived characteristics
2. 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
3. Infringe on copyright, license, trademark, patent, or other intellectual property rights
4. Intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy District equipment or materials or manipulate the data of any other user, including so-called "hacking"
5. 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 express permission from District Information Technology personnel, changing settings on shared computers)
6. Install unauthorized software
7. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or District 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 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.

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.

Distance Learning

There may be times when distance learning will be used in lieu or in addition to face-to-face teaching (e.g., COVID-19 Stay at Home order). By agreeing to this policy, you are giving consent for your child to participate in distance learning opportunities offered by Kerman Unified School District and/or authorized representatives working in conjunction with KUSD. Due to the special nature of distance learning activities, it will be necessary for your child to be photographed, videotaped, or recorded as part of the remote classroom or other learning activity. Parents, guardians, and students do not have a reasonable expectation of privacy in information and images that can be perceived through audio and/or video during the use of such programs.

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.

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.

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, including but not limited to Board Policy 6163.4, 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: _____ School: _____
(Please print)

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 District technology and/or to access the school's computer network and the Internet. I also give my permission for my child to be photographed, videotaped, or recorded for the purposes of distance learning activities and for my child's voice and image to be transmitted and viewed by instructors, students, and other persons at remote locations who are involved in the distance learning activity. 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 District technology 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)

Signature: _____ Date: _____