

The **Roseville City School District** ("RCS D" or "District") Governing Board intends that technological resources provided by the district be used in a safe, responsible and proper manner in support of instructional programs, and for the advancement of student learning. In this agreement, the student and his/her parent/guardian shall agree not to hold the district, or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

The District agrees to allow the student identified above ("Student") to use the district's technology resources to access the Internet and/or Intranet (referred to collectively as "the Internet") under the following terms and conditions:

1. **Conditional Privilege.** The Student's use of the district's resources, including access to the Internet ("District Technology Resources") is a privilege conditioned on the Student's agreeing to the district policies and terms of this agreement and on the Student's abiding by the same. Specifically, no student may use the District's access to the Internet (District Internet Access) unless the Student and his/her parent or guardian have read and signed this agreement.
2. **Acceptable Use.** The Student agrees that he/she will use the District's Internet Access for educational purposes only. In using the Internet through the District Internet Access, the Student agrees to obey all federal and state laws and regulations, and district policies. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral. District policies may be updated from time to time, and updates will be available for review through the school or the district's web site.
3. **Penalties for Improper Use.** If the Student violates this agreement and misuses the District's Internet Access, the Student may be subject to disciplinary action, revocation of the Student's user account and access to the Internet, as well as legal or criminal action where appropriate.
4. **"Misuse of the District's access to the Internet"** includes, but is not limited to, the following:
  - a. use of the district's access to the Internet for other than approved educational purposes;
  - b. gaining intentional access or maintaining access to materials which are obscene, pornographic, or containing inappropriate language.
  - c. using the Internet for any illegal activity, including: computer hacking, plagiarism (or intellectual property law violations) and/or copyright infringement;
  - d. causing congestion or disruption of the network through lengthy downloads of unapproved large files or other activities, including the intentional introduction of viruses to the system and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so called "hacking;"
  - e. accessing instant messages, chat rooms, forums, e-mail, message boards, social media, or host personal web pages, except school approved, authorized by the instructor for a class activity directly supervised by a staff member;
  - f. participating in "Cyber Bullying". Cyber bullying includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyber bullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation. No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyber-bully, cause bodily injury to, or commit hate violence against any other student or school personnel. (Board Policy 5131 (a))
  - g. Student shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, disability, religion or political beliefs. Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and which depicts, in a patently offensive way, sexual content and which lacks serious literary, artistic, political, or scientific value for minors ([Penal Code 313](#))
  - h. using encryption software without district authorization;
  - i. use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations;
  - j. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - k. gaining unauthorized access to resources, files or data of any type, including access to student records, grades, or files, or other users' files;
  - l. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

- m. using the network for personal, financial or commercial gain without district permission;
  - n. theft or vandalism of data, equipment, or intellectual property;
  - o. invading the privacy of individuals;
  - p. creating a web page or associating a web page with the school or school district without proper authorization;
  - q. providing District Internet Access to unauthorized individuals. "Students are responsible for all activity that occurs with their accounts";
  - r. failing to obey school or classroom Internet use rules; or
  - s. taking part in any activity related to Internet use which creates a clear and present danger or the substantial disruption of the orderly operation of the district or any of its schools.
  - t. circumventing or disabling security measures;
  - u. use personal mobile technology to access resources or information without teacher direction or approval.
  - v. unless instructed by school personnel for education purposes only, students shall not disclose, use or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication in compliance with [Children's Online Privacy Protection Act \(COPPA\)](#). Students shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.
5. **No Expectation of Privacy.** The Student and parent signing below agree that if the Student uses District technology resources including but not limited to computers, network, and internet service, the Student waives any right to privacy the Student may have for such use. The Student and parent agree that the district may monitor the Student's use of District Technology Resources and Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents.
6. **No Guarantees.** The district will make good faith efforts to protect children from improper or harmful matter that may be on the Internet in compliance with [Children's Internet Protection Act \(CIPA\)](#). At the same time, in signing this agreement, the parent and Student recognize that the district can make no guarantees about preventing improper access to such materials on the part of the Student.
7. **District Held Harmless and Promise Not to Sue.** In order to protect itself from future lawsuits where a student or parent alleges that the student suffered some kind of injury because the student used the District's Internet Access or other technology resources, the district requires that the student and parent promise to forego such claims against either the District or its employees in return for being allowed to use the resources. Therefore, the Student and parent agree to hold the district and its employees harmless from any claim or liability arising out of or resulting from the Student's use of the District's Internet Access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the student and parent agree that they will not sue the school district or any district employee over any claim that comes about as a result of the Student's using the district's Internet and intranet access. By signing this agreement the parent and student waive any such claims that may occur in the future, whether they are now aware of how the student could be injured by using the Internet, or the extent of such alleged injury. In doing so the student and parent waive any protection they have under [Civil Code section 1542](#) with regard to claims arising from the student's use of District Internet Access. That law reads as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.*
8. **Bring Your Own Device (BYOD).** Students who wish to use a personally owned electronic device within the Roseville City School District learning environment must, along with their parents, read and sign this agreement. A student will be directed by staff when it is appropriate to use his or her device, or other electronic device during instruction. Internet content used through the District's BYOD secure network is filtered for appropriate content.
- a. Students shall take full responsibility for their device and keep it with them at all times. The District shall not be liable for the loss, damage, misuse or theft of any personally owned device brought to school.
  - b. Students are responsible for the proper care of their personal device, including any costs of repair, replacement or any modifications needed to use the device at school.
  - c. The District assumes no responsibility and shall not be liable for any loss of data, damage, or viruses/malware that may infect your device on account of your access to, or use of the District's network connection.
  - d. Personal devices shall be charged prior to bringing them to school and shall be capable of running off their own battery while at school.

- e. Students should have working knowledge of their personally owned device prior to bringing it into the learning environment.
  - f. The school reserves the right to inspect a student's personal device if there is reason to believe that the student has violated Board policies, administrative procedures, school rules or has engaged in other misconduct while using the device.
  - g. Students must comply with request of a staff member to shut down the computer/device or close the screen.
  - h. Current virus protection is recommended on devices that utilize the guest wireless network
  - i. The District recommends that personal devices not have credit card information entered into them. The school/district shall not be responsible for any financial information that is accessible on a personal device.
9. **Signatures.** We, the persons who have signed, have read this agreement and agree to be bound by the terms and conditions of this agreement, give permission for the school to allow my son or daughter to have access to the Internet under the conditions set forth above. As the parent and/or guardian of this student, I have read the "Student Acceptable Use Agreement" (in accordance with Children's Internet Protection Act) and I have read and explained this information to my student. I understand that this access is designed for educational purposes. I also recognize it is impossible for RCSD to restrict access to all controversial materials, and I will not hold the RCSD responsible for materials acquired on the network. Further, I understand that RCSD accepts no responsibility for supervision if and when my child's use is not in a school setting.

The student understands that if they fail to honor all the terms of this Policy, future Internet and other electronic media accessibility may be denied. Furthermore, the student may be subject to disciplinary action. The student also agrees to report any misuse of the information system to the teacher/principal. All the rules of conduct described above apply when the student is on the network.

If you have any questions, please contact your child's teacher or principal.