

INSTRUCTION

STUDENT USE OF TECHNOLOGY

Upon enrollment, parents/guardians shall receive a copy of the Board Policy and these regulations regarding Student Use of Technology. Before using the district's technology system, each student and his/her parent/legal guardian shall review, sign, and return the Student Acceptable Use Policy agreement indicating that the student understands and agrees to abide by specified user obligations and responsibilities. The signed Acceptable Use Policy agreement will remain in effect while the student is enrolled in New Haven Unified School District.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
TECHNOLOGY SYSTEM
STUDENT ACCEPTABLE USE POLICY**

INTRODUCTION

The New Haven Unified School District provides technology resources to its students and staff in furtherance of its educational and business purposes. It is the district's goal to promote educational excellence in the district's schools by providing technological resources, facilitating innovation, and improving communications with the support and supervision of parents, teachers, and staff. The use of these technology resources is a privilege, not a right.

Access to computers and people all over the world through the district's technology system entails potential access to material that may not be considered to be of educational value in the context of a school setting. The district believes that the value of the information, interaction, and research capabilities available through computer technology outweighs the possibility that users may obtain material that is not consistent with the educational goals of the district.

Proper behavior, as it relates to the use of technology, is no different than proper behavior in all other aspects of school district activities. All users are expected to use the district's technology system in a responsible, ethical, and polite manner. Parents are strongly encouraged to be involved in their children's technology use and to guide them in ethical and proper use. This document is intended to clarify the terms and conditions of access to the technology system and expectations as to its proper use.

TERMS AND CONDITIONS

1. COMPLIANCE WITH EXISTING LAWS, REGULATIONS AND POLICIES

All persons using the technology system shall comply with all applicable laws and district policies including, without limitation, laws and policies regarding freedom of speech, profanity, obscenity, privacy, copyright, and misuse of computers generally. Persons using the technology system are required to comply with student conduct requirements generally as well as with the provisions of this policy.

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2. DEFINITIONS

- 2.1 **District Technology System.** All computer and video hardware, software, operating systems, data, data storage media, networks and related devices, and data transmission and communications equipment and services (including Internet and e-mail).
- 2.2 **User Area.** A user area is comprised of that portion of the district technology system reserved for the personal use of an individual user, including but not limited to, user data files, programs, dynamic system work areas, or any other storage or processing resources dedicated to the user.

3. TECHNOLOGY SYSTEM ACCESS AND USE

- 3.1 **Orientation.** Prior to being permitted to access and use the technology system, users will be required to complete an orientation session about proper technology system use and conduct.
- 3.2 **System Etiquette.** Users are expected to be courteous while using the technology system. Users shall not send or display material that is obscene, rude, offensive, or hate-based, or that could be construed as harassing to others based on their race, national origin, gender, sexual orientation, age, disability, religion, political belief or other protected characteristic. Users shall report any misuse of the technology system to the supervising teacher, site administrator, or district system administrator.
- 3.3 **Messages.** Users should not indiscriminately address messages to broad audiences (examples: spamming and chain letters). Message addressing should be narrowly tailored to the purpose at hand. Messages should only be sent to known recipients or locations. Messages or other materials should not be sent with misleading titles.
- 3.4 **System Modifications.** Users may not modify or alter the technology system in any way except under the express direction of the district's system administrator or designated representative. Modification and alteration of the technology system does not include ordinary operations involving saving and deleting user-generated files created in furtherance of district business or educational purposes.
- 3.5 **Disclosure of Personal Information.** Disclosure of users' own or others' personal information on the technology system is prohibited (examples: name, address, telephone number, Social Security Number).
- 3.6 **Privacy/Technology System Monitoring.** User information, data, and communications, including e-mails, transmitted over the technology system or contained in any part thereof is not private or subject to privacy protections. The district reserves and shall have the right to monitor all aspects of the district technology system, including user information, data, communications, and e-mails, for the purpose of ensuring system integrity and security,

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preventing system abuse, maintaining the system, and furthering legitimate educational purposes.

- 3.7 **Student Images, Names, Identifying Information and Student Work.** Individual images of students, student names and student work may be posted on district/school Web sites subject to parent/guardian approval. For safety reasons, student photos and names will not be displayed together.
- 3.8 **Downloads/Scanned Materials.** Approval must be obtained from the supervising teacher prior to downloading or scanning any materials into the technology system.
- 3.9 **Passwords and System Security.** Users are personally responsible for keeping their passwords secure, complying with system security measures, and intentional or negligent harm they may cause to the technology system. Sharing passwords or using the technology system under another user's password or account number is prohibited.
- 3.10 **Harmful/Obscene/Inappropriate Materials.** Users may not access or store harmful, obscene or other inappropriate materials on the technology system. The district reserves the right to limit the content of information accessed or stored on the technology system for legitimate pedagogical purposes.

4. PERMITTED USE

The technology system may only be used in furtherance and support of the district's educational and business goals and purposes.

5. PROHIBITED USE

- 5.1 **Illegal Use.** Users may not process, transmit, download, or publish any material in violation of any local, state, or federal law, including but not limited to, the following:
- a. Maliciously accessing, altering, deleting, damaging, or destroying any part of the technology system.
 - b. Moving another user's accounts, changing another user's passwords, or using unauthorized accounts.
 - c. Using the technology system to make money illegally or for illegal purposes.
 - d. Intentionally disrupting the technology system.
 - e. Causing damage to the technology system.
 - f. Using the technology system or materials contained therein in violation of copyright, trade secret, or libel laws, or for any other illegal purpose.
 - g. Fraudulent conduct, including credit card fraud or electronic forgery.
- 5.2 **Viruses and Hacking.** Users may not upload, transmit, download, or participate in any manner in the creation, promulgation, publication or use of computer viruses or any other harmful computer programs. Users may not engage in any form of "hacking" while using the technology system. Hacking includes, but is not limited to, gaining or attempting to gain

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unauthorized access to the technology system and/or viewing, copying, downloading, or altering the computer programs, operating systems, data files, and any other materials contained therein. Use of viruses and hacking will result in denial of access to the technology system and may result in further discipline as discussed in Section 9 below.

- 5.3 **Private Security Measures.** Users may not use any passwords, recognition codes, security access devices or methods, data encryption, or physical locking devices such as locks on any part of the technology system without the district's prior express written consent. Users will be assigned access levels to the technology system, including but not limited to the computer desktop security system. Users may not access the technology system beyond their assigned access levels.
- 5.4 **Private Financial Gain/Business.** The technology system may not be used for private financial gain or to operate a private business enterprise.
- 5.5 **Use of District Names and Symbols.** Users may not use the district's name, the name of district school sites or other facilities, or district or school logos or symbols outside of the technology system in a manner that creates the false impression that such use is sanctioned by the district. The district reserves the right to control the unauthorized use of its name, symbols, logos, or any other proprietary materials to the extent permitted by law.

6. INTERNET USE

- 6.1 **Technology Protection Measures.** The district employs an on-line filtering system for student access to the Internet. Students may access the Internet only through computers on which the filtering system is active.
- 6.2 **Web Access Information.** The district reserves the right to access user areas containing "cookies," web browser site access trails, or other web access information and modify or delete such items in the interests of system security, maintenance, integrity and legitimate educational purposes.
- 6.3 **Student Web Sites.** All Web pages created by students and student organizations on the technology system will be subject to treatment as district-sponsored publications. The district reserves the right to exercise editorial control over such publications as allowed by law in order to maintain an orderly school environment and to protect the rights, health and safety of all members of the school community.
- 6.4 **Term Paper/Course Work Sites.** Accessing Web sites or other sources to obtain third-party term papers or course work that is to be passed off as the user's own work is prohibited.

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- 6.5 **Use of Credit Cards & Financial Information.** Users may not provide personal credit card or financial information of any type or conduct financial transactions over the technology system without the prior approval of the system administrator or supervising teacher. The district is not responsible for unauthorized costs incurred through use of the technology system.

7. **BRING YOUR OWN DEVICE**

Students will be allowed to access the district's network and Internet connection with their personal mobile devices. Mobile devices are digital devices that can access the Internet, use Webtools such as Google Apps, run apps, and store digital media. Mobile devices include, but are not limited to Chromebooks, laptops, netbooks, smart phones, and tablets.

Personal use of the system shall be permitted if the use:

- **Imposes no tangible cost to NHUSD;**
- **Does not unduly burden the NHUSD's network or Internet connection;**
- **Has no adverse effect on a student's academic performance.**

Students must abide by the following policies and guidelines:

1. **The student takes full responsibility for his or her device and keeps it with him or her at all times. The district shall not be liable for the loss, damage, misuse, theft, or loss of data of any personally owned device brought to school. Personal devices are brought to the school at the students' and/or parents' own risk.**
2. **The student is responsible for the proper care of his or her personal device. The school will not provide technical support for personal devices.**
3. **Under the provisions of this policy, parents or guardians who allow students to use personal devices, and students who elect to use personal devices, do so knowing that it diminishes any expectation of privacy with regard to the personal device. The school may search privately owned personal devices if there is a reasonable suspicion that a student has violated the district policies, agreements, rules, or directives while using the personal device.**
4. **Violations of any Board policies, administrative procedures, or school rules involving a student's or employee's personally owned device may result in the loss of use of the device in school and/or disciplinary action.**
5. **It is recommended that personal devices shall be charged prior to bringing them to school and shall be capable of running off their own battery while at school.**
6. **Personally owned devices will be provided access to a designated wireless network. No student shall establish a private, ad hoc, or peer-to-peer network using a personal device. This includes technology equipped to provide a wireless hot spot.**
7. **Students are not permitted to use any personal device to record audio or video media or take pictures of any student or staff member without their permission.**

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- The distribution of any unauthorized media may result in discipline including but not limited to suspension, criminal charges, and expulsion.**
- 8. A student may only use a device during class with the teacher's permission. A student must comply with a staff member's request to shut down the device or close the screen.**
 - 9. Students should only use their devices to access relevant education-related content. They are not to make personal calls or electronically communicate with others, including other students, parents, guardians, friends, and family, from their personal device during class time, except for emergency situations. In emergency situations, students must notify the teacher and get permission for personal use.**

8. DISCLAIMER

The district assumes no liability, either expressed or implied, arising out of providing technology system access to users. The district shall not be responsible for any damages suffered by users as a result of using the technology system, including but not limited to, damages suffered as the result of the user's own negligence, system delays, service interruptions, non-delivery or misdelivery of data, or the acts of other users. Use of the technology system and information obtained therefrom is solely at the user's risk. The district makes no representation as to the content, accuracy, or veracity of any information on or obtained from the technology system. The district disclaims any responsibility for the accuracy of information contained in or obtained from Internet service providers, or Web sites, or other sources outside the technology system.

9. HOLD HARMLESS

The user and the user's parent or guardian agree to release and hold harmless the district and its officers, board members, employees and agents, from and against any and all liability, loss, expense, or claim for injury or damages user may have arising out of use of the technology system.

10. CONSEQUENCES OF IMPROPER USE

10.1 Discipline and/or Loss of Use Privileges. Use of the technology system is a privilege, not a right. Users who engage in the prohibited activities set forth in Section 5, or who use the technology system in such a way as to violate district rules and regulations, may be subject to appropriate discipline including loss of technology system use privileges, suspension, expulsion, and/or dismissal.

10.2 Procedural Rights. Users accused of violation of this Acceptable Use Policy shall have the same rights, privileges, and disciplinary procedures to which they are entitled for infractions not related to technology system use.

New Haven Unified School District Board Policy References:

cf. 4121 - Staff Use of Electronic Information Resources

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**Administrative Regulation For
Board Policy #I-6163.4**

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- cf. 5131 - Conduct
- cf. 5131.5 - Vandalism, Theft and Graffiti
- cf. 5131.9 - Academic Honesty
- cf. 5144 - Discipline
- cf. 5144.1 - Suspension and Expulsion/Due Process
- cf. 5145.1 - Privacy
- cf. 5145.2 - Freedom of Speech/Expression: Publications Code
- cf. 5145.3 - Nondiscrimination
- cf. 5145.6 - Notifications Required by Law
- cf. 5145.12 - Search and Seizure
- cf. 6145.3 - Publications
- cf. 6162.6 - Use of Copyrighted Materials
- cf. 6162.7 - Use of Technology Instruction
- cf. 6162.8 - Research
- cf. 6163.4 - Student Use of Electronic Information

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**NEW HAVEN UNIFIED SCHOOL DISTRICT
TECHNOLOGY SYSTEM**

**STUDENT ACCEPTABLE USE POLICY
SIGNATURE FORM**

STUDENT

I have read and understand the New Haven Unified School District technology system Student Acceptable Use Policy. I will only use the New Haven Unified School District's technology system as authorized by that policy and as directed by a supervising adult. I hereby give the district permission to access my e-mail messages, user files, and user area.

Student's Name _____
(please print)

Dated: _____ Signature: _____

PARENT OR GUARDIAN

I am the parent or legal guardian of _____. I have read and understand the New Haven Unified School District technology system Student Acceptable Use Policy. I agree to comply with the terms and conditions of that policy and to make every effort to ensure that my child or ward also will comply with that policy. I authorize my child or ward to use the district's technology system.

I understand that it is impossible for the district to control and restrict access to all controversial or inappropriate materials that may be accessible through the technology system. I agree to hold the district and its officers, agents, and employees harmless in the event my child obtains access to controversial or inappropriate materials while using the technology system. In consideration for the privilege of my child or ward using the district's technology system and being provided access to the Internet, I hereby release and hold harmless the New Haven Unified School District its officers, board members, employees and agents, and any entity affiliated with the district, from and against any and all liability, loss, expense, or claim for injury or damages that I or my child or ward may incur arising out of use of the district's technology system.

Parent or Guardian's Name: _____
(please print):

Dated: _____ Signature: _____