

ACCEPTABLE USE POLICY FOR COMPUTING RESOURCES (AUP)

The SDUHSD is pleased to offer students and staff access to the district computer network system for file and print services, Internet access and, in some specific instances, electronic mail use. To gain access, all students and staff must agree to all terms of responsibility required for access by reading and signing the district acceptable use policy, which is a legally binding contract. All parents/guardians of students must read and sign the acceptable use policy as well. The form must be returned to the appropriate office so a student or staff account can be set up.

The district computer network is provided for school-related purposes only. Access to network services is given to students and staff who agree to act in a considerate and responsible manner. **Access is a privilege**, not a right; inappropriate use will result in revocation of those privileges.

Access enables students and staff to explore thousands of libraries, databases and bulletin boards while exchanging information with Internet users throughout the world. Access entails responsibilities. Individual users of the district computer networks are responsible for their behavior and communications over those networks. Users will comply with district standards and will honor the policies, which they have signed. Families need to know that some material accessible via the Internet may contain items, which are illegal, defamatory, inaccurate or potentially offensive to some people. The SDUHSD's intent is to further educational goals and objectives through the use of the Internet. Benefits to students through Internet access, in the form of information resources and opportunities for collaboration, far exceed any disadvantages. Ultimately, however, parents/guardians are responsible for setting and conveying standards that their student(s) follow when using media and information sources. SDUHSD supports and respects each family's right to decide whether or not to apply for district computer network access.

1. Network Etiquette

All users are expected to abide by the rules of network etiquette. These include, but are not limited to, the following:

- a) **Be polite.** Use language, which is appropriate for an educational setting. Do not use abusive, inflammatory or obscene language.
- b) **Respect privacy.** Do not reveal personal information about yourself, students and/or staff. Do not share your account information or password with anyone.
- c) **Be considerate.** Do not use the network in a way that would disrupt the use of the network by other users.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

- d) **Use access time efficiently.** Use access time for school-related purposes only.

2. Electronic Mail (e-mail)

E-mail is a method of communication. All users who are allowed access are expected to accept conditions, which include, but are not limited to, the following.

- a) Users of e-mail should not consider electronic communications to be either private or secure; such communications are subject to subpoena.
- b) Messages relating to or in support of illegal activities must be reported to appropriate authorities.
- c) Individuals are to identify themselves accurately and honestly in e-mail communications. E-mail account names and/or addresses may not be altered to impersonate another individual or to create a false identity.
- d) The district retains the copyright to any material deemed to be district data. Use of district data sent as e-mail or as enclosures will be in accordance with copyright law and district standards.

3. Monitoring

The district reserves the rights to limit, review and monitor any and all files on network computers, which include, but are not limited to, the following.

- a) Set up a filter to block district determined objectionable sites and/or terminology.
- b) Any material/applications on user accounts.
- c) Fileserver space in order to make determinations on whether specific uses of the network are appropriate.

4. Prohibited Use

The transmission of any material in violation of any federal or state law is prohibited. This includes, but is not limited to the distribution of the following:

- a) Any information which violates or infringes on the rights of any other person.
- b) Any abusive, defamatory, illegal, inappropriate, obscene, profane, racially offensive, sexually oriented and/or threatening material.
- c) Advertisements, solicitations, commercial ventures or political lobbying.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

- d) Any information, which encourages the use of, controlled substances or the use of the system for the purpose of inciting crime.
- e) Any material which violates copyright laws.

Prohibited use of the computer network system includes, but is not limited to the following:

- a) Damage, vandalism or theft of any equipment.
- b) Altering, copying, installation, piracy, theft of any software.
- c) Altering, copying, installation, piracy, theft of any unauthorized information, programs or data from district computers.
- d) Use of the system in a manner, which is not related to the curriculum or approved school activities.
- e) Altering, installation or theft of any computer hardware.
- f) Possessing or intentionally downloading of any software that may disrupt or destroy district software or hardware, such as hacking utilities or viruses.

5. Security

Security on any computer network system is a high priority, especially when the system involves many users. Any user who identifies a security problem must notify the system administrator. Any user who identifies a security problem will not demonstrate the problem to other users. Violations include, but are not limited to, the following:

- a) Illicitly gaining entry or "hacking" into a computer system.
- b) Illicitly obtaining account passwords.
- c) Illicitly obtaining network administration rights/
- d) Intentionally creating or distributing a computer virus.
- e) Using a district network or Internet ability to disable or overload any computer system or network
- f) Using a district network or Internet ability to circumvent the security of a computer system.
- g) Bypassing a district "firewall" or "filter".

6. System Usage

The system administrators reserve the right, but are not limited to, the following:

- a) Set restrictions/quotas for disk usage on the system.
- b) Set time limits for system usage.
- c) Set download limits.
- d) Set e-mail restrictions/limits.
- e) Set public posting areas (message boards/usenet groups) restrictions/limits.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

- f) Set real-time conference (talk/chat/Internet relay chat) restrictions/limits.
- g) Prohibit use, which they determine to be for non-curricular purposes.

7. Consequences Due to Violations

Depending on the seriousness of the offense, any combination of the following consequences may be encumbered as a result of user actions. The user may be:

- a) Taken off the system, permanently or for a specified number of days.
- b) Assigned in-school suspension.
- c) Removed from the class for the remainder of the semester or year if the class curriculum requires LAN and Internet use.
- d) Subject to discipline as authorized by district policy and all applicable laws.
- e) Permanently restricted from taking any classes where the computer is a significant part of the curriculum if the class curriculum requires LAN or Internet use.
- f) Permanently removed from school through an expulsion proceeding.
- g) Required to pay for damages with regard to teacher time, computer resources, attorney fees, etc., as permitted by law.
- h) Subject to consequences under the SDUHSD discipline policy or the discipline policy of a specific SDUHSD school site, as permitted by law.
- i) Criminally charged under local, state or federal law.

8. Liabilities/No Warranties

The SDUHSD makes no warranties of any kind, whether expressed or implied, for the service, which is the subject of this agreement. SDUHSD will not be responsible for any damages whatsoever which the user may suffer arising from or related to use of any District Electronic Informational Resources, whether such damages are incidental, consequential or otherwise, whether such damages include loss of data resulting from delays, non-deliveries, misdeliveries or service interruptions whether caused by the district's negligence, errors or omissions.

9. Other Provisions

The terms and conditions of this contract shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California. Reference to "user" is defined to include staff and both the student and the student's parent or guardian who signs this agreement. Each party irrevocably consents to the jurisdiction of the courts of the State of California, in

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

connection with any action to enforce the provisions of this contract or to recover damages or other relief for breach of this contract. User specifically agrees to indemnify the SDUHSD, all of the schools associated with the SDUHSD, its officers, agents or employees, including systems administrators, for any claims, liabilities, losses, costs, or damages, including reasonable attorneys' fees incurred by the SDUHSD or its affiliated schools and the system administrators relating to, or arising from any breach of this contract by user.

Legal References: California Education Code:

11600-11609 Education Technology Grant Program Act of 1996
 51006 Computer education and resources
 51007 Programs to strengthen technological skills
 51870-51884 Education Technology and
 The Morgan-Farr-Quackenbush Education Technology Act of 1992
 51870.5 Student Internet access
 60011 Instructional materials definition
 60013 Supplementary instructional materials
 60017.1 Technology-based materials
 60044 Prohibited instructional materials

Government Code:

3543.1 Rights of employee organizations

Penal Code:

313 Harmful matter
 632 Eavesdropping on or recording confidential communications

United States Code, Title 20:

6801 - 7005 Technology for Education Act of 1994

Management Resources:

CDE Publications
 K-12 Network Technology Planning Guide: Building the Future, 1994
 CDE Program Advisories
 1223.94 Acceptable Use of Electronic Information Resources
 Web Sites
 CSBA: <http://www.csba.org>
 CDE: <http://www.cde.ca.gov>

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

Glossary

- **Acceptable Use Policy:** Legally binding contract which is signed by all users, including staff and students, and parents of student users agreeing to and consenting to abide by all terms stated within the contract.
- **District Data:** Information maintained and processed in the conduct of district business as required by state or federal mandate and/or district procedure. Confidentiality restrictions may apply to information maintained as district data records and all copies of those records.
- **District Electronic Resources:** Any electronic resource that is used within the SDUHSD for curricular purposes.
- **Electronic Mail (e-mail):** A message sent by or to a user in correspondence over a network.
- **Ethics:** A branch of philosophy, which deals with how individuals ought to live, and with concepts such as "right" and "wrong".
- **Computer Ethics:** The application of ethical principles to computer and communication issues.
- **File Server:** A shared computer providing data storage and services to users.
- **Hypertext (HTML: Hypertext mark up language):** The language used on the World Wide Web.
- **Internet:** A global network of interconnected networks, which transports information. *Please note: World Wide Web and Internet are not synonyms.
- **Intranet:** An internal network using Internet technology to communicate and manage district information.
- **Local Area Network (LAN):** A network of computers located in the same general location.
- **Network:** Computers connected so that they can communicate with one another.
- **SDUHSD:** San Dieguito Union High School District
- **Security Administrator:** Person(s) responsible for providing network security.
- **System Administrator:** Person(s) responsible for providing and/or managing network services (e.g., but not limited to file servers, electronic mail, Internet, etc.)
- **Universal Resource Locator (URL):** Web site address.
- **User (Authorized User):** Students and staff of SDUHSD who complete and sign the SDUHSD **Acceptable Use Policy**.
- **Wide Area Network (WAN):** A network of computers in different geographic locations.
- **World Wide Web (WWW):** A hypertext based collection of standards and protocols used to access information available on the Internet. *Please note: World Wide Web and Internet are not synonyms.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001

Final Terms and Agreement

User (Students and Staff):

I have read, understand and will abide by the above terms and conditions of this legally binding contract as well as any other terms, which are associated with acceptable use of SDUHSD computer network systems, and will use computer and electronic resources for curricular purposes only, honoring all relevant laws and restrictions. I further understand that any violation of this agreement is unethical and may constitute a criminal offense and may result in civil liability to my parents/guardians and me. Should I commit any violation I am subject to the consequences stated within this contract and as otherwise provided in the terms of this agreement.

User Name (Please Print) Last Name: _____

First Name: _____

Position: _____ School Site: _____

If Student: Student I.D.# _____ Student Grade _____

User Signature: _____ Date: _____

Parent/Guardian:

As the parent/guardian of the student signing above, I have read and understand the terms and conditions of this legally binding contract. I understand that access to computer and electronic resources are designed for only educational purposes. I understand that the SDUHSD and its related schools have taken reasonable precautions to block controversial material. I recognize, however, that it is impossible for the SDUHSD and its related schools to restrict access to all controversial materials on the Internet or to monitor all material being placed on a computer network system by its users. I accept responsibility for guidance of Internet and electronic use, setting and conveying standards for my student to follow when selecting, sharing or exploring information and media. I will not hold the SDUHSD and its related schools responsible for materials acquired on the Internet or for controversial/objectionable materials that have been placed on a computer system without the permission of the system administrator. Further, I accept full responsibility for supervision if and when my student's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent/Guardian (Please Print): Last Name: _____

First Name: _____

Home Phone: _____ Work Phone: _____

Signature: _____ Date: _____

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: January 18, 1996

Policy Revised: March 1, 2001

Policy Revised: August 23, 2001