



## **STUDENT USE OF TECHNOLOGY ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT/CHARTER FROM LIABILITY (STUDENTS)**

The Roseland School District/Roseland Charter School authorizes students to use technology owned or otherwise provided by the district/charter as necessary for instructional purposes. The use of district/charter technology is a privilege permitted at the district/charter'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/charter reserves the right to suspend access at any time, without notice, for any reason.

The district/charter expects all students to use technology responsibly in order to avoid potential problems and liability. The district/charter 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/charter 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/charter technology* includes, but is not limited to, computers, the district/charter'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/charter-owned or personally owned equipment or devices.

### **Student Obligations and Responsibilities**

Students are expected to use district/charter technology safely, responsibly, and for educational purposes only. The student in whose name district/charter 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 district/charter technology for improper purposes, including, but not limited to, use of district/charter 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/charter technology or other district/charter operations (such as destroying district/charter equipment, placing a virus on district/charter computers, adding or removing a computer program without permission from a teacher or other district/charter personnel, changing settings on shared computers)

6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district/charter or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district/charter practice

### **Privacy**

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

The district/charter reserves the right to monitor and record all use of district/charter technology, including, but not limited to, access to the Internet or social media, communications sent or received from district/charter 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/charter technology (such as web searches and emails) cannot be erased or deleted.

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

### **Personally Owned Devices**

If a student uses a personally owned device to access district/charter 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.

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/charter technology, he/she shall immediately report such information to the teacher or other district/charter personnel.

### **Consequences for Violation**

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

### **Parental Consent for Under 13 Email Account**

Roseland School District and Roseland Charter School provides students in select grade levels with unique learning opportunities via our Chromebook Computer Program. In particular, 3rd-12th grade students are afforded access to the global learning community where they learn and practice many 21st Century skills needed for interaction and success. Creativity, critical-thinking, and collaboration are a few of these skills. To engage in these activities, a Google Email account is often very helpful. Due to the Children's Online Privacy Protection Act (COPPA) rules, RPS must get parental consent for a child under 13 to have an email account (see <http://www.coppa.org/comply.htm>). By signing below, you give your consent for Roseland School District/charter or Roseland Charter School to issue your child an email account.

## Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district/charter policies and regulations governing the use of district/charter technology. I understand that there is no expectation of privacy when using district/charter technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

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

School: \_\_\_\_\_

Student 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/charter technology and/or to access the school's computer network and the Internet. I understand that, despite the district/charter'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/charter, and district/charter personnel against all claims, damages, and costs that may result from my child's use of district/charter technology or the failure of any technology protection measures used by the district/charter. 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.

**If my child is under 13, I have read the terms of the "Parental Consent for Under 13 Email Account" (see above), and I consent to having my child have an email account.**

Parent Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

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

**This space reserved for System Administrator**

Assigned User Name: \_\_\_\_\_

Assigned Temporary Password: \_\_\_\_\_