

Fernwaters Public Charter School

Technology Acceptable Use Agreement

Please read this document carefully before signing.

The Fernwaters Charter School recognizes the educational and professional value of electronics-based information technology, both as a means of access to enriching information and as a tool to develop skills that teachers and students need. The district's goal in providing this service to teachers and students is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

The school's technology exists for the purpose of maximizing the educational opportunities and achievement of district students. The use of the technologies and Internet must be in support of activities resulting from specific tasks and assignments that enhance learning and teaching, promote the district's goal and objectives, and advance the mission of the district.

Fernwaters Charter School has taken precautions to restrict access through filtering/blocking software to controversial materials, as required by law. However, on a global network, it is impossible to control all materials, and an industrious user may discover controversial information. The district firmly believes that the valuable information and interaction available on this worldwide network far outweighs the possibility that users may obtain materials that are not consistent with the educational goals of the district. Evasion or disabling, or attempting to evade or disable, the filtering/blocking device installed by the district is prohibited.

Use of technology resources in a disruptive, manifestly inappropriate, or illegal manner impairs the district's mission, squanders resources, and shall not be tolerated. Therefore, a consistently high level of personal responsibility is expected of all users granted access to the district's technology resources. Development of students' personal responsibility is itself an expected benefit of the district technology program.

Student Users:

No student will be given access to the district's technology resources until the district receives a User Agreement signed by the student and the student's parent(s), guardian(s), or person(s) standing in place of a parent.

Employee Users:

No employee will be given access to the district's technology resources before the district has a signed User Agreement on file.

Authorized employees may use the district's technology resources for reasonable, incidental personal purposes as long as the use does not violate any provision of district policy, regulation or procedure, hinder the use of the district's technology for benefit of its students or waste district resources. Any use which jeopardizes the safety, security, or usefulness of the district's technol-

ogy is considered unreasonable. Any use which interferes with the effective and professional performance of the employee's job is considered unreasonable.

All employees must model the behavior expected of students, exhibit the same judgment as expected of students, and serve as role models for students.

Violation of Technology Usage Policies and Procedures:

Use of the district's technology resources is a privilege, not a right. A user's privileges may be suspended pending an investigation concerning use of the district's technology resources. Any violation of district policy, regulations, or procedures regarding technology usage may result in temporary, long-term, or permanent suspension of user privileges.

The administration may use disciplinary measures to enforce district policy, regulations, and procedures. Students may be suspended or expelled for violating the district's policies, regulations, or procedures. Any attempted violation of district policy, regulation, or procedures, regardless of the success or failure of the attempt, may result in the same discipline or suspension of privileges as that of an actual violation.

General Rules and Responsibilities:

All users of the district technology resources will follow the following rules and responsibilities:

Non-educational Internet usage is prohibited.

Using the network/Internet unsupervised is prohibited.

Students shall receive or transmit communications using only district approved and district-managed communication systems. For example, students MAY NOT use web-based e-mail (Yahoo Mail, Hotmail, etc.), messaging, video-conferencing, or chat services except in special cases where administration has made arrangements for educational purposes.

As technology permits, all users will receive a user ID and password.

Using another person's user ID and/or password is prohibited.

Sharing one's user ID and/or password with any other person is prohibited.

A user will be responsible for actions taken by any person using the ID or password assigned to the user.

Deletion, examination, copying, or modification of files and/or data belonging to other users without prior consent is prohibited.

Use of the district technology for soliciting, advertising, fundraising, commercial purposes, or for financial gain is prohibited.

Accessing fee services is prohibited. A user who accesses such services is solely responsible for all charges incurred.

Users are required to obey all laws, including criminal, copyright, privacy, defamation, and obscenity laws. The school district will render all reasonable assistance to local, state, or federal officials for the investigation and prosecution of persons using district technology in violation of any law.

Accessing, viewing, or disseminating information using district resources, including e-mail or Internet access, that is pornographic, obscene, child pornography, harmful to minors, obscene to

minors, libelous, pervasively indecent or vulgar, or advertising any product or service not permitted to minors is prohibited.

Accessing, viewing, or disseminating information using district resources including e-mail or Internet access, that constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g. threats of violence, defamation of character or of a person's race, religion, or ethnic group); presents a clear and present likelihood that, because of their content or their manner of distribution, will cause material and substantial disruption of the proper and orderly operation and discipline of the school or school activities; or will cause the commission of unlawful acts or the violation of lawful school regulations is prohibited.

Any use which has the purpose or effect of discriminating or harassing any person or persons on the basis of race, color, religion, sex, national origin, ancestry, disability, age, or the violation of any person's rights under applicable laws is prohibited.

Any unauthorized, deliberate, or negligent action that damages or disrupts technology, alters its normal performance or causes it to malfunction is prohibited, regardless of the location or duration of the disruption.

Installation of any software, audio, or video media is prohibited unless authorization has been obtained from the technology or building administrator.

All users will use the district's property as it was intended. Technology, technology hardware and/or software will not be lifted, moved, removed, or relocated without permission from the technology or building administrator.

All damages incurred due to the misuse of the district's technology will be charged to the user.

The district will hold all users accountable for the damage incurred and will seek both criminal and civil remedies, as necessary.

No person will be given access to the district technology if administration and/or technology administrator considers him/her a security risk.

Use of district technology resources in attempting to gain or gaining unauthorized access to any technology system or the files of another is prohibited.

Any attempt to delete or modify any history/logs in use by district is prohibited.

Any attempts to secure a higher level of privilege on the technology resources without authorization are prohibited.

The introduction of computer 'viruses,' 'hacking' tools, or other disruptive/destructive programs into a school computer, the school's network, or any external network are prohibited.

Users are allowed to bring data storage from home, as long as the instructor or technology administrator scans the data storage for viruses and inspects for damage before used on the network machines. The district is not responsible for damage or loss of data or data storage.

Downloading from the Internet is prohibited. (This includes programs, screensavers, pointers, music, images, etc.)

No Warranty/No Endorsement:

The district makes no warranties of any kind, whether expressed or implied, for the services, products, or access it provides. The district's technology resources are available on an 'as is, as available' basis.

The district is not responsible for the loss of data, delays, non-deliveries, mis-deliveries, or service interruptions. The district does not guarantee the accuracy or quality of information obtained from the Internet, or use of its technology resources.

Access does not include the endorsement of content; or the accuracy of the information obtained.

Signature(s):

The signature(s) at the end of this document is (are) binding and indicate(s) the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

TECHNOLOGY USAGE
Parent/Guardian User Agreement

I have read the Fernwaters Charter School Technology Usage Policy and agree to abide by its provisions. I understand that violation of these provisions may result in disciplinary action taken against my child, ward, or child within my care, including but not limited to suspension or revocation of my child's or ward's access to district technology, and suspension or expulsion from school.

I understand that my child's or ward's use of the district's technology is not private and that the school district may monitor my child's or ward's use of district technology, including but not limited to accessing browser logs, e-mail logs, and any other history of use. I consent to district interception of or access to all communications sent, received, or stored by my child or ward using the district's technology resources, pursuant to state and federal law, even if the district's technology resources are accessed remotely.

I understand I am responsible for any unauthorized costs arising from my child's or ward's use of the district's technology resources. I understand that I am responsible for any damages my child or ward may incur due to the misuse of the district's technology.

I give permission for my child or ward to utilize the school district's technology resources

(check one) **WITH** **WITHOUT** Internet access.

I give permission for the following to appear on the Fernwaters website or other news and educational media: student's name [grades 4-8, first name, last initial], still or video image, written or art work, verbal or written statements. **YES** **NO**

Student's name (PRINTED)

Signature of Parent/Guardian

Date

Student User Agreement

I have read the Fernwaters Charter School Technology Usage Policy and agree to abide by its provisions. I understand that violation of these provisions may result in disciplinary action taken against me, including but not limited to suspension or revocation of my access to district technology, and suspension or expulsion from school.

I understand that my use of the district's technology is not private and that the school district may monitor my use of district technology, including but not limited to accessing browser logs, e-mail logs, and any other history of use. I consent to district interception of or access to all communications I send, receive, or store using the district's technology resources, pursuant to state and federal law, even if the district's technology resources are accessed remotely.

Signature of Student

Date