



## STUDENT INTERNET USE POLICY AND AGREEMENT

*Schools that receive discounts for Internet access and internal connections services under the federal universal service support mechanism for schools (E-Rate) must implement and enforce internet safety policies. These policies must include a technology protection measure that protects against Internet access to visual depictions that are obscene, child pornography and/or images that are harmful to minors. It must also include monitoring the online activities of minors. Additionally, the policy must address the following issues: Access by minors to inappropriate matter on the Internet and WWW; the safety and security of minors when using email, chat rooms and other forms of communication; unauthorized access, including hacking, and other unlawful activities by minors online; unauthorized disclosure, use and dissemination of personal information regarding minors; and measures designed to restrict minors' access to materials harmful to minors. The school must enforce the operation of the technology protection measure during use of its computers with Internet access, although an administrator, supervisor, or other authorized person may disable the technology protection measure concerned, during use by an adult, to enable access for bona fide research or other lawful purposes. The policies must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms and cyberbullying awareness and response. Failure to comply with these requirements may result in the school reimbursing any funds and discounts received.*

*Schools that do not receive the E-Rate discount, but that receive federal funding that is used to purchase computers used to access the Internet, or pay for direct costs associated with accessing the Internet, must implement and enforce an Internet safety policy. This policy must include a technology protection measure for all computers to protect against access to visual depictions that are obscene and/or child pornography. For those computers accessed by minors, the technology must also limit access to visual depictions that are harmful to minors. Failure to comply with these requirements will not result in reimbursement by the charter school of federal funds, although further federal payments may be withheld until the school has complied with the requirements.*

*Schools that do not fall within the above referenced categories are not required to implement an internet safety policy; however, it is highly recommended to minimize exposure to numerous types of legal claims.*

*If receiving the E-Rate discount, 47 U.S.C. § 254(l) also requires that the school provide reasonable public notice and hold at least one public hearing or meeting to address the proposed Internet safety policy.*

## I. INTRODUCTION

The Internet is a place for the exchange of ideas and information. Accordingly, the Internet is an excellent educational tool that allows students to access a wide variety of information to supplement academic study and research. Ross Valley Charter (“Charter School”) provides students with Internet access and email accounts to further their education and research. However, the access the Internet provides to computers and people across the world also provides access to materials that do not have educational value in a school setting. As such, students may encounter information and ideas they may consider obscene, controversial, abusive, or otherwise offensive. Despite these risks, the Charter School believes that the value of the educational information available on the Internet far outweighs the risk that students may access information that is not consistent with educational goals and purposes.

The Charter School has promulgated and adopted the Student Internet Use Policy and Agreement (“Policy”) to ensure that student access to and use of the Internet is consistent with the educational goals and purposes of the Charter School. This Policy sets forth student responsibilities and duties when accessing and using the Internet through Charter School equipment and resource network and when using email accounts maintained by the Charter School. The Charter School has deemed certain uses of the Internet inappropriate for an educational setting and therefore not appropriate for use with Charter School equipment and resource networks. The Charter School stresses that an inappropriate use does not always mean that the use is in itself “bad” or illegal, but only that the use does not further the educational goals and purposes of the Charter School.

*CIPA requires that the school adopt technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography and, when accessed by minors, harmful to minors. The Internet filtering technology is not infallible and should be utilized in addition to the other monitoring and supervising roles for the school. The policy must also address measures designed to restrict minors’ access to materials harmful to minors.*

*Schools receiving federal funding (other than an E-Rate discount) must include technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography and, when accessed by minors, harmful to minors if using that federal funding to purchase computers that access the Internet or to pay for direct costs associated with accessing the Internet.*

In addition to the below identified policies, the Charter School will use technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography, or with respect to use by minors, harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

An authorized administrator, supervisor or other employee may disable the technology protection measure concerned only during use by an adult to enable access for bona fide research or other lawful purposes.

Students are reminded that their use of Charter School equipment and resource networks reflect upon the Charter School, and Students should guide their activities accordingly.

## II. STUDENT RESPONSIBILITIES

### 1. Use Limited to an Educational Purpose

The Student acknowledges that access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of educational purpose. The Student and staff have a duty to use Charter School equipment and resource networks only in a manner specified in the Policy.

#### a. Educational Purpose

“Educational purpose” means classroom activities, research in academic subjects, career or professional development activities, research in matters of civic importance or that further citizenship in a democratic society, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

#### b. Inappropriate Use

*Under CIPA, the determination of what matter is inappropriate for minors shall be made by the school board, local educational agency or other authority responsible for making the determination. CIPA does not define what constitutes inappropriate matter. Under CIPA, the policy must address access by minors to inappropriate matter on the Internet and World Wide Web.*

An “inappropriate use” is one that is inconsistent with an educational purpose or that is in clear violation of Charter School policy.

### 2. Plagiarism

Researching information and incorporating that information into a student’s work is an acceptable educational use, but students have an obligation to credit and acknowledge the source of information. Accordingly, the Student acknowledges that plagiarism is inappropriate and unacceptable. Plagiarism means the copying of a phrase, a sentence, or a longer passage from a source written by someone else and claiming the written work as the student’s original work. Student agrees that when quoting from information obtained on the Internet, he or she will acknowledge the source through quotation or any academically accepted form of notation.

### 3. Copyright.

Student agrees that he or she will not use Charter School equipment or resource networks to download or print text, music, or pictures for the purpose of selling or giving the files to others unless specifically authorized by the Charter School and the owner of the copyrighted material.

### 4. Communication.

*CIPA requires that the Internet use policy address the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications. It also requires that the policy address the unauthorized disclosure, use and dissemination of personal information regarding minors. This section is intended to address these issues.*

*Other measures that the school should consider in implementing this section are the following: create an email environment that is protected and allows for appropriate monitoring (e.g., no web-based email); full individual student names are disguised in email communications so that the student is not disclosing personal information; there is in place an email review policy to detect excessive that may prove to be inappropriate use.*

Student agrees that he or she will use Charter School equipment or resource networks or Charter School email accounts in the following manner:

- a. Student will not post on newsgroups or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.
- b. Student will not at any time use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.
- c. Student will not place a reasonable student or students in fear of harm to the student's person or property.
- d. Student will not reveal personal information about others.
- e. Student will not use email to send chain letters or "spam" email to a list of people or to an individual. Excessive email use may constitute grounds for suspecting misuse.
- f. Student will not place illegal information on the Internet, nor will Student use the Internet in any way that violates federal, state, or local law.
- g. All communications will be polite and respectful of others.
- h. Student will not give out to any other Internet user or post on the Internet his or her personal information, including name, address, telephone number, credit card information and social security numbers, unless expressly authorized by the Charter School in writing.
- i. Student will not arrange a face-to-face meeting with someone he or she has "met" on the computer network or Internet without a parent's written permission.
- j. Student will not use the School's equipment in a manner that jeopardizes the security of access of the computer network or other networks on the internet.
- k. Student will not engage in cyberbullying or cyberthreats.

In instances of misuse or suspected misuse, in addition to any disciplinary actions appropriate, the Student's parent or guardian may be granted access to the Student's email files.

5. Illegal, Dangerous Activities and Hacking.

*CIPA requires that the Internet use policy address unauthorized access, including so-called "hacking," and other unlawful activities by minors online. This section is intended to address these issues.*

Student shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law. Student shall not access information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Additionally, Student shall not damage, debilitate or disable computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs. Student shall not engage in any unauthorized online access to other computers by means of hacking into other computers, download hacker tools such as port scanners and password crackers designed for use with Windows (or applicable operating systems), or use Internet Explorer (or other WWW browsing tools) to evade restrictions on what programs Student can run on the Charter School's computers.

6. Obscene Materials.

Student acknowledges that obscene materials do not further an educational purpose. Accordingly, Student shall not use the Internet to access, upload, download, distribute, or transmit obscene materials or images. Obscene materials include, but are not limited to, materials that offend generally accepted social standards. This includes the access of or retrieval of any sexually explicit materials, and materials that are pornographic, abusive or threatening. Students are to exercise their best judgment when encountering sexually explicit or obscene materials. As a general rule, if the material could not be openly displayed in a classroom setting without violating generally accepted social standards, the material is obscene for purposes of this Policy and must not be accessed. Student further agrees that he or she will not access any Internet site which requires the Student to state that he or she is eighteen years of age or older as a condition of accessing the site.

7. Supervision and Student Privacy

*Under CIPA the Internet use policy must include monitoring the online activities of minors. This section should be modified to suit the particular age and grade of the students being monitored. No matter what age, however, the students should be informed that they have no expectation of privacy in their communications on school owned property and their work is subject to inspection without notice.*

*Some other examples of monitoring and supervision include: requiring students to log on to the system using an assigned student identifier for easy determination of the identity of a student; retain Internet usage logs and provide copies to parents when appropriate; track email and web*

*usage volume to detect excessive use that may be inappropriate.*

Student acknowledges that computer equipment, Internet access networks, and email accounts are owned by the Charter School and provided to students for educational purposes. The Charter School will provide staff to monitor and supervise all Student access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens will be positioned so that they are visible to the staff member supervising the students. The Charter School also reserves the right to access stored computer records to assure compliance with this Policy. Student is aware that communication over Charter School owned networks is not private and acknowledges that email and records of Internet activities will be accessed under, but not limited to, the following circumstances:

- a. Routine system maintenance.
- b. General inspection or monitoring, with or without notice to Student, if there is suspicion of inappropriate use.
- c. Specific review of individual files or monitoring of individual activity, with or without notice to Student, if there is suspicion that Student is engaging in inappropriate use.

Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

#### 8. Safety

Students are advised:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

#### 9. Commercial Activities.

Student agrees that Student will not use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by the Charter School in writing.

10. Information About Others.

Student agrees that he or she will not make any statement or post any communication on the Internet about another person that he or she knows or suspects to be untrue.

11. Violation of Policy.

The Student acknowledges that violation of this Policy can result in a loss of all Internet access and email privileges. If Student violates this Policy, or in any other way uses Charter School equipment in a manner that is not consistent with educational use, the Student will be promptly notified that he or she has violated the Policy. The Student will be given the opportunity to explain why the Charter School should deem the activity in question a use consistent with the educational purposes stated in this Policy. If the Charter School deems that the use is inconsistent with the educational purposes stated in this Policy, the Charter School may terminate the Student's Internet and email privileges. However, because one of the educational purposes in providing Internet access is to teach students to use the Internet appropriately, the Charter School reserves the right to fashion consequences/penalties to specific concerns or specific violations, and Student acknowledges that he or she may receive consequences/penalties less than full termination of Internet or email privileges. Such consequences/penalties may include, but are not limited to, restricted access to Internet or supervised access to Internet and email.

Student also acknowledges that the Charter School will contact the proper legal authorities if the Charter School concludes or suspects that the Student's Internet activity is a violation of any law or otherwise constitutes an illegal activity.

12. Training

*Training students, parents and teachers on the Internet use policy is essential to ensuring that it is effective. In all cases, the training should be age and grade appropriate. Some options for training include offering parent Internet use classes, sending information home to parents about the use policy and strategies to deal with Internet use issues at home, cross-curriculum discussions relating to topics concerning the internet (e.g., in sex education class, address Internet pornography; in writing instruction, address copyright and plagiarism). Recent changes to the regulations require educating minors about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms and cyberbullying awareness and response.*

Student acknowledges that he/she will be required to attend training on the requirements of this Internet use policy as a condition of using Charter School owned technology. This will include training about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms and cyberbullying awareness and response. Student must demonstrate an understanding of the policy prior to receiving an individual account on the Charter School's system.

ACKNOWLEDGEMENT OF THE TERMS OF THE CHARTER SCHOOL'S INTERNET USE POLICY

I, \_\_\_\_\_, parent or guardian of \_\_\_\_\_ have read and understand the Student Internet Use Policy and Agreement and agree to the terms and conditions that are set out in the Policy.

\_\_\_\_\_  
Parent's Signature

I, \_\_\_\_\_, have read and understand the Student Internet Use Policy and Agreement and agree to the terms and conditions that are set out in the Policy.

\_\_\_\_\_  
Student's Signature

## ACCEPTABLE USE AGREEMENT

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School, nor its staff, employees, officers, directors or volunteers, shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of RVC equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any RVC equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
  - a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.

- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- 5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to

the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. RVCS encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

**As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.**

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages RVCS's property, including but not limited to RVCS's technology, equipment and networks, or fails to return RVCS's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, RVCS may withhold the student's grades and transcripts until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, RVCS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and transcripts will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

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

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For School Employees Only**

I have read, understand and agree to abide by the Student Use of Technology Policy and the Acceptable Use Agreement. I understand that the Charter School's policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the Charter School's technology, in addition to any separate policies governing employee use of technology.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_

Internal Note: Eliminated this restriction to comply with free speech rights in EC 48907 and 48950 and *Lemon v. Kurtzman* (1971) 403 U.S. 602 (protecting free speech rights of students).