

Lowville Academy Acceptable Use Agreement for Technology Resources

The purpose of this Agreement is to grant access to and define acceptable use of the District's technology resources. Technology Resources include 1) internal and external network infrastructure, 2) Internet and network access, 3) computers, Chromebooks and tablets, 4) servers, 5) storage devices, 6) peripherals, 7) software, and 8) messaging or communication systems.

In exchange for the use of the District's Technology Resources either at school or away from school, you understand and agree to the following:

- A. Your use of the District's Technology Resources is a privilege that may be revoked by the District at any time and for any reason.
- B. You have no expectation of privacy when using the District's Technology Resources. The District reserves the right to monitor and inspect all use of its Technology Resources, including, without limitation, personal e-mail and voice-mail communications, computer files, data bases, web logs, audit trails, or any other electronic transmissions accessed, distributed, or used through the Technology Resources. The District also reserves the right to remove any material from the Technology Resources that the District, at its sole discretion, chooses to, including, without limitation, any information that the District determines to be unlawful, obscene, pornographic, harassing, intimidating, disruptive, or that otherwise violates this Agreement
- C. The Technology Resources do not provide you a "public forum". You may not use the Technology Resources for commercial purposes or to support or oppose political positions or candidates unless expressly authorized in advance by a teacher or administrator as part of a class project or activity. You may, however, use the Technology Resources to contact or communicate with public officials.
- D. The District's Technology Resources are intended for use only by registered users. You are responsible for your account/password and any access to the Technology Resources made using your account/password. Any damage or liability arising from the use of your account/password is your responsibility. Use of your account by someone other than you is prohibited and may be grounds for suspension from the Technology Resources and other disciplinary consequences for both you and the person(s) using your account/password.
- E. You may not use the Technology Resources to engage in bullying, which is defined as: any written, verbal, or physical act, or any electronic communication, that is intended or that a reasonable person would know is likely to harm one or more pupils either directly or indirectly by doing any of the following:
 - 1) Substantially interfering with educational opportunities, benefits, or programs of one or more pupils;
 - 2) Adversely affecting the ability of a pupil to participate in or benefit from the educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing substantial emotional distress;
 - 3) Having an actual and substantial detrimental effect on a pupil's physical or mental health; or
 - 4) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.Use of other communication/messaging devices (including devices not owned by the District) to engage in bullying may be grounds for discipline under the District's Code of Conduct and/or Building Handbook.
- F. If you misuse the Technology Resources, your access to the Technology Resources may be suspended and you may be subject to other disciplinary action. Misuse includes, but is not limited to:
 - 1) Accessing or attempting to access material that is inappropriate or "harmful to minors", unlawful, obscene, pornographic, profane, or vulgar.
 - 2) Bullying (as defined in paragraph E).
 - 3) Sexting, which includes, without limitation, possessing, sending, or distributing nude, sexually explicit, or sexually suggestive photographs, videos, or other visual depictions of yourself or another person.
 - 4) Vandalism, which includes, without limitation, any malicious or intentional attempt to harm, steal, destroy, or disrupt user data, school material, or school hardware or software.
 - 5) Hacking, which includes, without limitation, gaining or attempting to gain access to, modifying, or obtaining copies of, information belonging to others or information you are not authorized to access.
 - 6) Unauthorized copying or use of licenses or copyrighted software.
 - 7) Plagiarizing, which includes the unauthorized distributing, copying, using, or holding out as your own, material that was written or created by someone else, without permission of, and attribution to, the author/creator.
 - 8) Posting or distributing confidential or inappropriate information meant to harass, intimidate, or embarrass others.
 - 9) Allowing someone else to use your account or password or not preventing unauthorized access to Technology Resources when leaving them unattended.
 - 10) Using or soliciting the use of, or attempting to use or discover the account information or password of, another user.
 - 11) Attempting to or successfully disabling security features, including technology protection measures required under the Children's Internet Protection Act.
 - 12) Misusing equipment or altering system software without permission.
 - 13) Commercial for-profit activities, advertising, political lobbying, or sending mass mailings or spam. However, you may contact a public official to express an opinion on a topic of interest.
 - 14) Using the Technology Resources in any way that violates any federal, state, or local law or rule, or the District's Code of Conduct and/or Building Handbook.
- G. You must promptly disclose to your teacher or other school employee any content you view or receive over the Technology Resources that is inappropriate or that makes you feel uncomfortable, harassed, threatened, or bullied, or that contains sexually explicit content. You should not delete such content until instructed to do so by a staff member.

- H. It is the policy of the District, as a recipient of certain federal funds, to monitor the online activities of its minor students and provide technology protection measures on its computers with Internet access designed to prevent minors from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors.
- I. It is the policy of the District to prohibit its minor students from (1) accessing inappropriate matter on the Internet; (2) engaging in hacking or other unlawful online activities; and (3) accessing materials that are harmful to minors. It is also the policy of the District to educate students about cyberbullying awareness and response, and about appropriate online behavior, including disclosing, disseminating, or using personal information and safely and appropriately interacting with other individuals in social networking websites, chat rooms, by e-mail, and other forms of direct electronic communications.
- J. The District does not guarantee that measures described in paragraphs H and I will provide any level of safety or security or that they will successfully block all inappropriate material from the District's students. You agree that you will not intentionally engage in any behavior that was intended to be prevented by paragraphs H and I.
- K. The District does not warrant or guarantee that its Technology Resources will meet any specific requirement, or that they will be error free or uninterrupted; nor will the District be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.
- L. You are responsible for the proper use of the Technology Resources and will be held accountable for any damage to or replacement of the Technology Resources caused by your inappropriate use.

STUDENT AGREEMENT

I agree to follow this Agreement and all rules and regulations that may be added from time to time by the District. I also agree to follow all rules in the District's Code of Conduct and/or Building Handbook. Any additional rules, regulations, and policies are available in the Board of Education adopted policies.

As a condition of using the Technology Resources, I agree to release the District and its board members, agents, and employees, from all liability related to my use or inability to use the Technology Resources.

I understand that data I send or receive over the Technology Resources is not private. I consent to having the District monitor and inspect my use of the Technology Resources, including any electronic communications that I send or receive through the Technology Resources.

I have read, understand and agree to adhere to the Lowville Academy and Central School Acceptable Use Agreement guidelines.

Student's Name (printed): _____ **Date:** _____

Student's Signature: _____ **Homeroom:** _____ **Grade:** _____

PARENT AGREEMENT

I have read this Agreement and agree that as a condition of my child's use of the District's Technology Resources, I release the District and its board members, agents, and employees, from all liability related to my child's use or inability to use the Technology Resources. I also absolve the District and its board members, agents, and employees for any fees, expenses, or damages incurred as a result of my child's use, or misuse, of the District's Technology Resources.

I authorize the District to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.

I understand that my child in Grades Pre K-12 will be provided a Google Apps for Education account that will allow them access to online tools, with the understanding that the lowvilleapps.org domain is only accessible by the accounts of students and staff at Lowville Academy. For more information about Google Apps for Education at LACS, please go to www.lowvilleacademy.org/ and click on Parent Resources.

I understand that I am giving permission for the District to publish my child's work and photograph online, with the understanding that student's last names and confidential personal information will not be published.

I understand that data my child sends or receives over the District's Technology Resources is not private. I consent to having the District monitor and inspect my child's use of the Technology Resources, including any electronic communications that my child sends or receives through the Technology Resources.

I understand that I am agreeing to enforce acceptable use when my child is off District property.

I understand that Lowville Academy and Central School will maintain an active list of all websites that are used in the district that collect "personally identifiable student information" in compliance with COPPA (Children's Online Privacy and Protection Act).

I understand and agree that my child will not be able to use the District's Technology Resources until this Agreement has been signed by both my child and me.

I have read, understand and agree to adhere to the Lowville Academy and Central School Acceptable Use Agreement guidelines.

Parent/Guardian Signature _____ **Date** _____

If you have any questions, please contact Jim LaVere, Director of Information Technology at 376-9155 or jlavere@lowvilleacademy.org