



DELHI UNIFIED SCHOOL DISTRICT

ACCEPTABLE USE AGREEMENT FOR STUDENTS AND PARENTS

Guidelines on the Acceptable Use of Electronic Information Resources

Delhi Unified School District's ("District") Acceptable Use of Electronic Information Resources Agreement for Students and Parents applies to student use of Electronic Information Resources, including, but not limited to, computers, network, network gear, servers, Internet, cloud-based solutions, accounts, e-mail accounts passwords, ID numbers, applications, and Electronic Communication Devices, provided by the District, used on District property, and/or used off-campus in connection with District activity or attendance (hereinafter collectively referred to as "Electronic Information Resources"). All such use must be responsible, proper, and supportive of the instructional program for the advancement of student learning. Electronic Communication Device/s means any electronic apparatus capable of sending, receiving, reproducing, recording, storing, processing, displaying, and/or transmitting data, voice, text, and/or video/photo images. This generally includes, but is not limited to, cell phones, computers, laptops, netbooks, Chromebooks, Smartphones, Tablets, Media Players, memory sticks, and other current and future similar devices.

For purposes of this Agreement, Electronic Information Resources also includes any District sponsored online synchronous and asynchronous e-learning platforms, i.e. Google Classroom, Google Hangouts, Google Meet, Lightspeed Classroom or any software that provides the technical infrastructure on which e-learning or virtual learning activities (learning conducted via electronic media, typically on the Internet) can take place (collectively "E-Learning Platform").

The Internet offers access to computers and people across the world through, for example, e-mail, chat rooms, E-Learning Platforms, and social networking sites. The protection of students is of paramount concern to the District. The District uses a Child Internet Protection Act ("CIPA") compliant filter, and school staff monitor and supervise student use of the Electronic Information Resources provided by the District and used on District property. However, it is impossible to control access to all material. As a result, users (and parents of users who are students) must understand that neither the District nor its staff members control or condone the content of the information available through the Electronic Information Resources. Some of the information available through the Electronic Information Resources is controversial and may be offensive.

Electronic Information Resources must be used in a **responsible, efficient, ethical, legal, and safe manner**. The District provides each student with free Internet access while on-campus and a District e-mail account for educational/instructional purposes. Each student is responsible at all times for their proper use. Use of Electronic Information Resources must comply with all District Board Policies and Regulations and any applicable state or federal laws.

Privacy and Monitoring

There is no right to privacy in the use of Electronic Information Resources. Also, students are hereby put on notice as to the lack of privacy afforded by an electronic data storage and electronic communications in general and must apply appropriate security to protect confidential information from unintended disclosure. Electronic data including, but not limited to, data associated with Internet use, email, text messages, and voicemail, which is transmitted through District Electronic Information Resources may be monitored and logged. Under such conditions, the transfer of information which is intended to be confidential or personal should not be sent through or stored on Electronic Information Resources.

The district reserves the right to monitor and access information contained on its Electronic Information Resources under various circumstances including but not limited to the following:

1. Under the California Public Records Act ("CPRA"), electronic files are treated in the same way as paper files.
2. The district will cooperate with any local, state, or federal officials investigating an alleged crime committed by any person who accesses District Electronic Information Resources, and may release information to such officials without the knowledge or consent of the user.
3. The contents of electronic communications and data accessible through District Electronic Information Resources are subject to monitoring. This data can be accessed as needed for District administrative purposes including, but not limited to, investigation of possible violations of the law, this Agreement, or other District policies or regulations, or as required by the law.
4. Electronic mail systems store messages in files. These files are backed up. The contents of these files and the backed-up copies are subject to disclosure as stated in the preceding paragraphs.

Safety

For the safety of the students, we recommend that users:

1. Change passwords frequently and do not share or reuse passwords.
2. Do not share account numbers, home addresses, first names, last names, social security numbers, dates of birth, telephone numbers, or any other personally identifiable information, unless instructed otherwise by school personnel.
3. Do not share your district login information.

Irresponsible Use of District Electronic Information Resources

To use the Electronic Information Resources provided by the District, used on District property, and/or used off-campus in connection with District activity or attendance, users must not engage in any irresponsible uses including, but not limited to, the following:

1. Any practices or activity prohibited by law, Board Agreement, or administrative regulations
2. Accessing, posting, forwarding, texting, submitting, publishing, or displaying inappropriate matter that is threatening, obscene, libelous, slanderous, disruptive, unlawful, or sexually explicit; incites students to commit unlawful acts on school premises; or that could be construed as harassment, discrimination, or disparagement of others based on their actual or perceived sex, gender, ethnic group identification, race, national origin, religion, physical or mental disability, age, or sexual orientation
3. Engaging in cyberbullying, sexting, or harassment, as explained in Board Agreement
4. Engaging in use to seek financial or personal gain, engaging in political activity, or conducting commercial activity
5. Engaging in any illegal activity in violation of state or federal laws or regulations
6. Encouraging the use of drugs, alcohol, or tobacco
7. Promoting unethical activities, such as cheating on assignments or tests
8. Copying copyrighted material, commercial software, or files in violation of copyright laws
9. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy District equipment or materials, or manipulating the data of any other user, including so-called "hacking"
10. Attempting to read, delete, copy, modify, or use another individual's identity or private information
11. Unauthorized data access
12. Impersonating another person or falsifying location, identity, or computer information
13. Accessing social networking sites, chat rooms, music or video, unless approved by District
14. Instant Messaging, unless approved by District
15. Posting personal information (yours or others) for purposes that are not academic or educational
16. Use of proxies, a virtual private network ("VPN") or other means of accessing filtered websites
17. Use of unauthorized software
18. Any activity that affects Confidentiality, Integrity, and Availability of the District Electronic Information Resources.

The District reserves the right to monitor the use of all Electronic Information Resources for improper use. Electronic communications and downloaded material, including files deleted from a user's account, may be reviewed by District officials to ensure proper use of Electronic Information Resources.

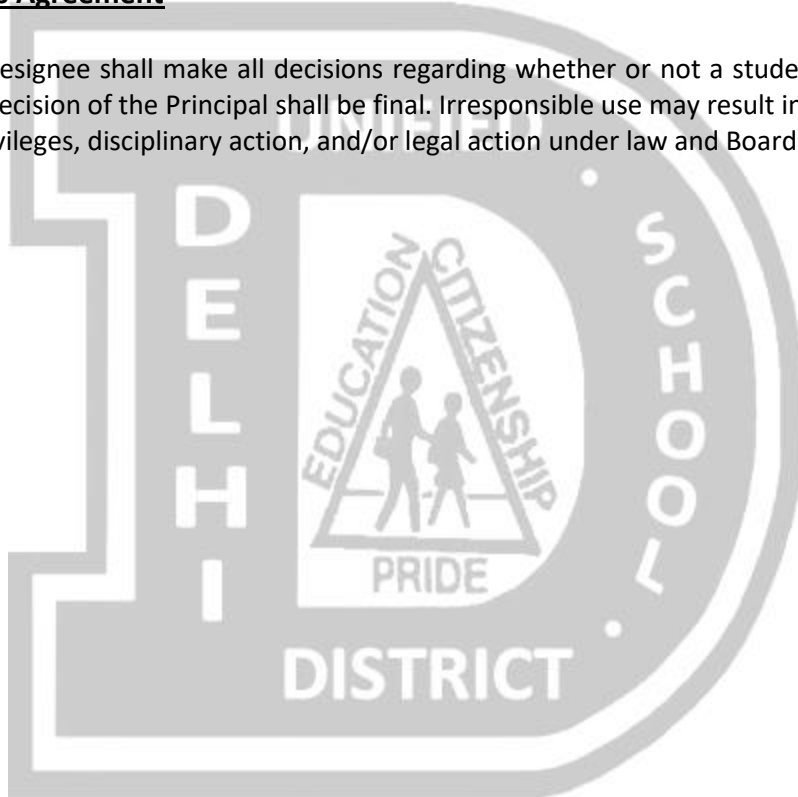
Note: District Information Technology Infrastructure Administrator will have access to all user accounts, including e-mails while using Electronic Information Resources. If a legal violation occurs, law enforcement will be notified and potential criminal charges will be filed.

Electronic Communication Devices

1. All electronic communication devices and related equipment and accessories are the property of the District and may be issued to students at the sole discretion of, and for a duration determined by the District.
2. Students must keep electronic communication devices in good working condition and promptly notify a teacher or District official of any defect, damage, or malfunction.
3. Students must exercise care when handling, transporting, and using electronic communication devices.
4. The care of electronic communication devices distributed by the District is the responsibility of the student and parent/guardian to which it is assigned.

Violations of this Agreement

The principal or designee shall make all decisions regarding whether or not a student has violated this Agreement. The decision of the Principal shall be final. Irresponsible use may result in cancellation of the student's user privileges, disciplinary action, and/or legal action under law and Board Agreement.



Delhi Unified School District
Acceptable Use of Electronic Information Resources

For Students and Parents

STUDENT ACKNOWLEDGMENT AND PARENT/GUARDIAN CONSENT

Student's Name: _____ **I.D. #** _____

School: _____ **Class of:** _____

STUDENT ACKNOWLEDGEMENT:

By signing below, I acknowledge and understand that if I violate the District's Responsible Use of Internet and Technology Resources Contract for Students and Parents or use the Internet and Technology Resources irresponsibly, my use privileges may be taken away, my parent/guardian may be notified, and I may be subject to student discipline.

Student's Signature: _____ **Date:** _____

PARENT/GUARDIAN CONSENT:

I have read the District's Acceptable Use of Electronic Information Resources Agreement for Students and Parents and hereby agree to its provisions. I understand that the use of Electronic Information Resources can connect students to computers throughout the world and that it is impossible for the District to control access to all material available through Electronic Information Resources. When using Electronic Information Resources, I realize that students may read or access material that I might consider controversial or offensive.

The District has my permission to give an Internet account to my child. I understand that my child may keep this account as long as the Agreement is not violated and that the principal or designee shall make all decisions regarding whether or not a student has violated this Agreement.

In consideration of the above, I agree to not hold the District or any District staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. I also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred.

Parent's name: _____

Parent's signature: _____ **Date:** _____