

**POMONA UNIFIED SCHOOL DISTRICT
ACCEPTABLE USE AGREEMENT
ELECTRONIC INFORMATION RESOURCES***

The Pomona Unified School District ("District") will make every effort to protect our learning community from any inappropriate or harmful materials; however, all users must be continuously on guard to avoid inappropriate and/or illegal interaction when using the District's Electronic Information Resources. *

Please read this document carefully. Before the District can provide you with access to computer equipment and/or Electronic Information Resources, you must initial and/or sign where indicated below. If you are under the age of 18 years, the signature of your parent/guardian is also required. By signing this document, you are representing that you have read this Acceptable Use Agreement and that you will abide by the rules and provisions for the use of the District's Electronic Information Resources as set forth in Board Policy 6163.4 and the associated Administrative Regulations as summarized below.

Rules for Use of Electronic Information Resources*

- I. Privilege - The use of District technology and the Electronic Information Resources is a privilege, not a right, and inappropriate use may result in the cancellation of that privilege. Use of District technology by students, teachers, staff members, or other authorized individuals shall constitute such person's acknowledgement of and agreement to abide by these rules.

I have read and understood this provision. Initials _____

- II. Acceptable Use - Access to Electronic Information Resources must be for the purpose of education or research, and must be consistent with the educational goals and objectives and/or the business uses of Pomona Unified School District. With respect to acceptable use, please note the following:
- a. The tools and resources provided by computing equipment, Intranet, and the Internet support the goals and objectives identified in the District technology plan. Pomona Unified School District supports the use of these resources by students and staff for productivity, information access, communication, and problem solving.
 - b. All staff members and students who receive a password/account code will participate in an orientation or training regarding proper etiquette and use of the Electronic Information Resources.
 - c. These guidelines shall also apply to the use of personal employee or student computers and/or electronic devices whenever connected to or accessing the District's computing equipment, networks, and/or Electronic Information Resources.
 - d. Electronic communication or other use of District technology may be subject to disclosure under the California Public Records Act. (See California Government Code section 6252.) Accordingly, personal use of District technology may be subject to public disclosure.
 - e. Whenever using District e-mail that includes a return address identifying the Pomona Unified School District, users should take care to ensure that their personal statements are not attributed to the District.

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- III. Unacceptable Use - Each user is responsible for his/her actions and activities involving the Electronic Information Resources. Examples of unacceptable use include:
- a. Using the Electronic Information Resources for any illegal activity, including copyright infringement, violation of contracts, or transmitting any material in violation of any United States or State Law;

*** As used herein, "Electronic Information Resources" means technology resources including, but not limited to, computers and systems, Intranet and Internet resources, electronic communications and data files.**

Unacceptable Use - (continued)

- b. Unauthorized downloading or installation of software that has not been legally licensed for use at a school site or by the District;
- c. Using the District's Electronic Information Resources for private financial or commercial gain or for commercial or private advertising;
- d. Using the District's Electronic Information Resources for political lobbying, campaigning or advertising;
- e. Gaining unauthorized access to resources or entities; invading the privacy of individuals or sharing of personal data about students or District personnel, such as street address, phone number, home e-mail address or photos, through e-mail, chat rooms, or other Internet communications; or transmitting emails to students or parents/guardians of students on matters unrelated to the student's education;
- f. Using another person's account or password or sharing of passwords, engaging in activities that compromise the security of the computer systems, or using accounts other than those provided by the District for access to the Internet or e-mail;
- g. Creating, communicating, using, or knowingly accessing images or text that are obscene, pornographic, inflammatory, harassing, threatening, degrading, or harmful to minors, or that promote illegal, discriminatory, or unethical activities.

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IV. Responsibility - Access to electronic research requires students and employees to maintain consistently high levels of personal responsibility. The District will not be responsible for any damages suffered by the user, as follows:

- a. The District shall not be responsible for loss of data resulting from delays, non-deliveries, missed deliveries or service interruptions caused by its negligence or the user's errors or omissions;
- b. The District specifically denies any responsibility for the accuracy or quality of information obtained through its technology services;
- c. The District reserves the right to change the terms and conditions of this Acceptable Use Agreement and any related Board policies and administrative regulations. Any changes will be posted on the District network. Continued use or access of District technology once changes to any policy have been made will constitute the user's acceptance of the amended terms;
- d. The District reserves the right to delete, without notice, from e-mail messages and school, class or student Web pages, any material violating this Acceptable Use Agreement. The District is not responsible for monitoring the content of any message or Web page and the District's failure to detect or delete such material shall not constitute District sponsorship of such material or a waiver of the right to delete it in the future;
- e. Employees' actions in violation of this Agreement and related Board policies are outside the scope of employment.

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V. Security - Network security is a high priority. If you identify a security problem, you must notify your immediate supervisor. Do not demonstrate the problem to other users. In addition:

- a. The account codes/passwords provided to each user are intended for the exclusive use of that person. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to the Electronic Information Resources.
- b. The District employs filtering, blocking or other technology in the interest of protecting students and staff from accessing Internet sites that contain any form of communication that is obscene, pornographic or harmful in nature. The District complies with the applicable provisions of the Children's Internet Protection Act (CIPA).

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VI. Privacy - The data files, e-mail and Internet/Intranet use of all users of the District's Electronic Information Resources constitute the property of the District. The District reserves the right to access, monitor and review all use of its Electronic Information Resources. I understand and acknowledge that I have no expectation of privacy in my use of the District's Electronic Information Resources, including my transmission and receipt of e-mail.

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VII. Plagiarism - Transmission of material that plagiarizes another's work is prohibited. For purposes of this provision, "plagiarism" is defined as the copying or use of another's work without citing or crediting the author. Plagiarism is a violation separate and distinct from copyright infringement.

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VIII. Harassment/Discrimination - The use of District technology to harass any other person including, but not limited to, another District employee, a student, or a parent/guardian of a student is strictly prohibited. Information may not be transmitted over District computers that harasses or disparages others based on their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs. The District's policies on discrimination and sexual harassment apply to the use of District technology.

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IX. Defamation - False or unverified statements about others may be defamatory and may subject the publisher (speaker or writer) of the statements to civil liability. The District's technology resources may not be used to defame or disparage others.

X. Vandalism - Vandalism will result in cancellation of privileges and other disciplinary action.

- a. Vandalism is defined as any malicious attempt to alter, harm, or destroy computers, computer systems or computer networks, personal equipment or data of another user, or network equipment or cabling.
- b. Vandalism also includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data or the theft of restricted information.

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XI. Role of Parents/Guardians

- a. Parents/guardians will be informed on an annual basis about acceptable use guidelines for Electronic Information Resources and the role of such guidelines in providing a safe, appropriate, and productive learning environment.
- b. Parents/guardians will be encouraged to discuss responsible use with their children. Parents/guardians will also be encouraged to contact school staff with questions about these guidelines as well as any question regarding District technology.
- c. Parents/guardians who wish their minor child to have access to District technology will be required to sign the District Acceptable Use Agreement (signature page attached).

I have read and understood this provision. Initials _____

XII. Consequences - System users are expected to follow District guidelines at all times when using the District's Electronic Information Resources. Illegal activity will be reported to appropriate authorities. The consequences for violating the District's Acceptable Use Agreement and related policies include, but are not limited to, one or more of the following:

- a. Suspension or revocation of District network privileges;
- b. Suspension or revocation of Internet access;
- c. Suspension or revocation of computer access;
- d. Student suspension;
- e. Student expulsion;
- f. Employee disciplinary action up to and including dismissal;
- g. Civil and/or criminal action.

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**POMONA UNIFIED SCHOOL DISTRICT
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Student Name:

ID Number:

STUDENT AFFIRMATION:

I have read the attached document that references District policy, rules and procedures for use of computer technology and I understand and will abide by these rules and procedures. I understand and acknowledge that violations of such District rules and procedures may result in disciplinary action, the revoking of my user access and and/or other appropriate disciplinary action. I agree to report any misuse of Electronic Information Resources to my teacher or Principal. I further agree that if I inadvertently access objectionable materials on the Internet or other locations, I will report this immediately to my teacher or supervisor.

I agree to indemnify and hold harmless the District and all District personnel for the failure of any technology protection measure, violations of copyright restrictions, my mistakes or negligence, or any cost incurred by me in connection with or arising from my use of the District's Electronic Information Resources.

Student Name (please print) _____ ID Number: _____

Student Signature _____ Date ____/____/____

PARENT AFFIRMATION (Required if child is under the age of 18 years):

As the parent/guardian of the above-named child, I have read the attached document that references District policy, rules and procedures for use of computer technology. I understand that the District's Electronic Information Resources are designed for educational purposes. I further understand that if my child fails to abide by the rules and procedures of the Pomona Unified School District regarding its Electronic Information Resources, he/she may be subject to appropriate disciplinary action that may include revocation of user access and appropriate legal action.

I also understand that it is impossible for the Pomona Unified School District to restrict access to all controversial materials and to supervise and observe every student at all times. I will not hold the District or its employees responsible for material acquired on the network or damages suffered due to use of the Electronic Information Resources. I agree to report any misuse, as described herein, of the Electronic Information Resources to a Pomona Unified School District administrator.

I agree to indemnify and hold harmless the District and all District personnel for the failure of any technology protection measure, violations of copyright restrictions, my child's mistakes or negligence, or any cost incurred by me or my child in connection with or arising from my child's use of the District's Electronic Information Resources.

Parent/Guardian Name (please print) _____

Parent Signature _____ Date ____/____/____

Phone Number: (____) _____

***DEFINITION: Electronic Information Resources** include, but are not limited to, computers and systems, Intranet and Internet resources, electronic communications and data files.

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STAFF MEMBER/TEACHER AFFIRMATION

I have read the attached document that references District policy, rules and procedures for use of computer technology. I understand that the District's Electronic Information Resources are designed for educational purposes and the conduct of District business. I agree to promote the Acceptable Use rules and procedures and to report any misuse of the Electronic Information Resources to my immediate supervisor. I will not hold the District or its employees responsible for material acquired on the network or damages suffered due to use of the Electronic Information Resources.

If signing as a teacher, I agree to instruct students on acceptable use of the Electronic Information Resources and proper network etiquette.

Your Name (please print) _____

Certificated or Classified Position: _____

Site: _____ Phone: _____

Your Signature _____ Date ____ / ____ / ____

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Print Name: