

MONTEREY COUNTY OFFICE OF EDUCATION
Technology Resources
STUDENT
ACCEPTABLE USE AGREEMENT

The Monterey County Office of Education (“MCOE”) recognizes the value of computer and other electronic resources to improve student learning and enhance the administration and operation of its schools. The MCOE encourages the responsible use of computers, computer networks, and other electronic devices (collectively, “Technology Systems”) in support of the mission and goals of the MCOE and its schools.

The internet is an unregulated, worldwide medium for communication and the exchange of information. While the MCOE has barriers and filters in place on the MCOE’s Technology Systems, information available to staff and students through the internet is difficult to control and third-party sites may contain material that is illegal, defamatory, inaccurate, or potentially offensive. The MCOE has adopted this Acceptable Use Agreement (“AUA”) in order to provide guidance to individuals obtaining access to these resources through MCOE -owned equipment or MCOE -affiliated organizations.

Student Responsibilities

The MCOE seeks to maintain an environment that promotes ethical and responsible uses of MCOE Technology Systems by staff and students. The MCOE permits and encourages the use of its Technology Systems in support of educational or professional objectives consistent with the mission and goals of the MCOE. The following guidelines shall govern a Student with regard to the MCOE’s Technology Systems:

1. A student’s access to the MCOE’s Technology Systems is a privilege, not a right. If a student violates this AUA or abuses the privilege of said access, it may be revoked at the sole discretion of the MCOE or designee.
2. At any time and without additional notice, the MCOE reserves the right to monitor a student’s use of the Technology Systems and to inspect or delete Student data for system maintenance, to determine if a student is abiding by this policy, or for other reasonable purposes.
3. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
4. Each student may be given a limited amount of file storage space on the server, and student data may be deleted by the system operator to avoid excessive use of server space. It is recommended that each student create a hard copy backup of any important data or documents.

5. Students shall use the MCOE system safely, responsibly, and primarily for educational purposes. Students shall not use the system to engage in commercial or other for-profit activities and shall not use the system for the purpose of urging the support or defeat of any ballot measure or candidate.
6. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs. Students shall not use the system to engage in “cyberbullying” by threatening, intimidating, harassing, or ridiculing other students or staff.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors.
(Penal Code § 313)

7. If students are issued an MCOE email account, students must obtain prior approval from the MCOE prior to subscribing to outside email distribution lists or outside electronic bulletin boards. Students shall not attempt to interfere with other students' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
8. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall not disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians. Students should not reveal personal information online, and should not meet in person anyone whom they have only met online.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

9. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, County Board policy, or administrative regulations.
10. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
11. Students shall report any security problem or misuse of the services to the teacher or principal.

12. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy MCOE equipment or materials or manipulate the data of any other student, including so-called "hacking."

Unacceptable Uses

Students are prohibited from engaging in any of the following acts when utilizing the Technology Systems:

1. Any use that is in violation of federal law, state law, or school regulations.
2. Any use that is undertaken for personal financial gain unless otherwise authorized by the MCOE.
3. Any use of online or computer games or entertainment unless specifically authorized for educational or professional purposes by the supervising teacher or MCOE administrator.
4. Any use that may, in the sole discretion of the MCOE, be reasonably construed as promoting the purchase, sale, or use of illegal drugs or substances.
5. Any use that potentially or actually causes harm to another person or another's property.
6. Any use that constitutes cyberbullying, including the use of profanity and harassment of others, hate mail, discriminatory remarks, chain letters, or any other act that is within the scope of Section 48900(r) of the Education Code or other applicable law.
7. Any use (including the sending of emails and/or attachments, viewing of or posting to websites, social networking pages or blogs) that can be reasonably construed as containing obscene, vulgar, or lewd material under the community standards of the MCOE.
8. Any accessing or processing of pornographic material, inappropriate text files (as determined by the system operator), or files that endanger the integrity of the local area network.
9. Any use that disrupts the use of the network by others or undermines the integrity of the Technology Systems, and any destruction, modification, or abuse of the MCOE's computer hardware or software.
10. Any unauthorized installation of any software, including shareware, freeware, or entertainment software, for use on the MCOE's computers or other MCOE Technology Systems.

11. Any downloading, copying, or distributing copyrighted materials without the specific written permission of the copyright owner, except those activities related to educational purposes as permitted under the Fair Use Doctrine of the U.S. Copyright Law.
12. Any unauthorized use of another student's password or accessing another Student's account, whether within or outside of the MCOE's network.
13. Any student use of the MCOE's network outside of school grounds unless supervised by parent or guardian.

Consequences for Misuse

Use of the MCOE's Technology Systems is a privilege, not a right. Misuse of the MCOE's Technology Systems, including a violation of this AUA, may result in the restriction or cancellation of the student's access. Misuse may also lead to disciplinary and/or legal action against a student, which includes: (1) The reprimand, suspension, or expulsion of a student; (2) a civil action for the recovery of damages; or, (3) criminal prosecution of a student by government authorities.

Disclaimers

Each student acknowledges the following disclaimers from the MCOE in relation to its Technology Systems:

1. No Warranties: The MCOE cannot be held accountable for any advice or information that is accessed or retrieved through its Technology Systems. Advice or information obtained through the MCOE's websites, email, or other technology should be independently verified and the MCOE makes no warranty or guarantee regarding the accuracy of such information. Use of information obtained through the Technology Systems is at Student's own risk.
2. No Privacy: The Technology Systems are exclusively MCOE property and student has no expectation of privacy in the contents of Student email and other student data transmitted through or saved upon the MCOE's Technology Systems.
3. Release: The MCOE will not be responsible for any damages which student may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the MCOE's negligence or Student errors.
4. Student Bears Costs of Use: Access to the MCOE's Technology Systems shall be free of charge to the student, however Student shall be responsible for any costs, fines, charges, or damages incurred as a result of his/her use of the internet or other fee-based services through the MCOE's Technology Systems.

Acknowledgement

Acceptable Use Agreement

I have read, understand, and will abide by the above Acceptable Use Agreement and Administrative Regulation 6163.4 (“AR 6163.4”) when using the MCOE’s Technology Systems. I further understand that any violation of the AUA or AR 6163.4 is unethical and may constitute a criminal offense. Should I violate this AUA of AR 6163.4, I understand that the MCOE may revoke my privileges to access the MCOE’s Technology Systems, that disciplinary action may be taken, and/or appropriate legal action may be initiated against me.

Student Name

Student Signature

Date

Parent/Guardian Agreement (for students under 18 years of age)

As a parent or guardian of _____, I have read and understand the above Acceptable Use Agreement and Administrative Regulation 6163.4. I understand that my child’s access to the MCOE’s Technology Systems is designed for educational purposes, and that the MCOE has taken reasonable steps to control access to the Internet. I further understand that the MCOE cannot guarantee that all controversial information will be inaccessible to students. Further, I accept full responsibility for supervising my child if, and when, he/she uses MCOE Technology Systems when not in a school setting. I hereby give my permission for my child to use the Technology Systems, including the Internet. Finally, I agree that I will not hold the MCOE responsible for materials acquired on the network or Technology Systems.

Parent Name

Parent Signature

Date