

## **EDISON BETHUNE CHARTER ACADEMY**

### **STUDENT USE OF TECHNOLOGY POLICY**

The Board of Directors of Edison Bethune Charter Academy (“EBCA” or the “Charter School”) finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. The Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

#### **Educational Purpose**

Use of Charter School equipment and 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 education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**“Educational purpose”** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

**“Inappropriate use”** means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

#### **Notice and Use**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

#### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. 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 shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director/Principal or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using EBCA computers, laptops, or tablets to access the internet or online services on the EBCA campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of EBCA 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.

The Executive Director/Principal or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director/Principal or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.<sup>1</sup> Students are expected to follow safe practices when using Charter School technology.

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<sup>1</sup> "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

- Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.

EBCA advises students:

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.

Students 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 and/or accessing 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. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director/Principal or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director/Principal or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

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- A post on a social network Internet Web site, including, but not limited to:
    - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
    - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects of bullying. A "false profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

### 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 EBCA 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 EBCA 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. EBCA 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 EBCA's property, including but not limited to EBCA's technology, equipment and networks, or fails to return EBCA'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, EBCA may withhold the student's grades, transcripts, and diploma 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, EBCA 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, transcripts and diploma 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) \_\_\_\_\_