

ACCEPTABLE USE AGREEMENT

Pacific Charter Institute (“PCI” or the “School”), which operates Heritage Peak Charter School, Rio Valley Charter School, Valley View Charter Prep, and Sutter Peak Charter Academy believes that providing access to technology enhances the educational experience for students and supports delivery of educational services by staff. The terms “PCI Technology” and PCI’s technological “Network” refer to the overall distributed learning environment, including computers and hotspots provided by PCI as well as online resources and information technology maintained by PCI.

Students may use PCI Technology when directed by a teacher, when PCI Technology has been designated for open student use, and for other educational purposes. Staff may use PCI Technology to support teaching and administrative duties.

All users are expected to safeguard all personal passwords. Users should not share passwords with others and should change passwords frequently. Every student or staff member is expected to notify an administrator immediately if the user suspects that his or her account has been compromised.

All use of School computers, networks, and Internet services is a privilege, not a right. The following restrictions apply when accessing the PCI Network:

A. Inappropriate Language and Use

Restrictions against inappropriate language apply to all speech communication while using PCI technology, including but not limited to, public messages, private messages, and material posted on webpages. In general, users should make language choices which are appropriate for school situations. Students and staff may not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language when using PCI technology. Students and staff will not post information that could cause damage or a danger of disruption using PCI technology.

School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students and staff are provided access to School technology primarily for educational purposes. Students and staff shall not use School technology or equipment for personal activities or for activities that violate 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 School equipment without the permission of the Director of Information Technology or designee.
- d. Conducting any activity that is in violation of School policy, the student or staff code of conduct or local, state or federal law.
- e. Using hacking tools on the network or intentionally introducing malicious code or viruses into the School's network.
- f. Using any software or proxy service to obscure either the student's or staff IP address or the sites that are visited.
- g. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- h. Accessing or attempting to access material or systems on the network that the user is not authorized to access.
- i. Students and staff should not intentionally interfere with the performance of the School's network or intentionally damage any School technology resources.
- j. Students and staff may not create unauthorized wireless networks to access the School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.

B. Inappropriate Materials

No individual may use PCI technology to access, download, view, or share material that is profane or obscene (pornography), material that has been designated as for "adults" only, and material that advocates illegal acts, or that advocates violence or discrimination towards other people. If an individual student mistakenly accesses inappropriate information, the student should immediately tell their teacher and staff should inform the School administrator and Director of Information Technology.

C. No Expectation of Privacy

Every student and employee acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by the School. As such, students and employees do not have any reasonable expectation of privacy with respect to their use of PCI equipment, networks, accounts, or other technology resources. PCI-assigned devices, such as laptops and internet hotspots are solely intended for educational use. As a result, PCI staff shall monitor these PCI devices for inappropriate use and to restrict their usage as required. To facilitate monitoring of activities, students' computer screens may be positioned so that they are visible to the staff member supervising the students. The School reserves the right to access stored computer records and communications, files, and other data stored on School equipment or sent over School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during

inspection of 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 user is engaging in an inappropriate use. PCI will not be held responsible should these assigned devices be used in an illicit manner when accessing unauthorized sites and services.

D. Possession and Use of Personal Technology

While onsite at any PCI Resource Center or School sponsored activities, during online video instruction, or during any other PCI educationally related activities, users may possess or use personal technologies (e.g. cell phones, tablets). The use of such devices is allowed with the understanding that they not be used for illegal or unethical activities such as cheating on assignments or tests. The use of such devices should never distract from the learning experience. All such devices may be used only with discretion for instructional purposes. Users should under no circumstances record or photograph others without their expressed consent.

E. Use of Student and Staff Image & Student Work

Photographs of students with their names may be published by PCI EXCEPT when the student's parent/guardian has notified PCI in writing to not allow the release of the student's photograph without prior written consent. Staff images may be published to our website or marketing materials to improve recognition between student body and staff. The occasion may also arise where PCI would like to share a photograph or video of staff through social media channels unless a 'Photo/Video Release Consent Form' is filed with Human Resources to decline such use.

F. Cyberbullying, Harassment & Discriminatory Attacks

Students staff may not engage in any activity that is harmful to others, including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process. Students may not engage in personal attacks, including prejudicial or discriminatory attacks against another individual using PCI technology. Students and staff will not harass any another persons using PCI technology. Harassment is persistently acting in a manner that distresses or annoys another person. If you are told by a person to stop sending them messages, you must stop. Students and staff will not knowingly or recklessly post false or defamatory information about a person or organization using PCI technology.

Cyberbullying conducted using PCI technology or on School premises or from School related activities, as well as off-campus cyberbullying that impacts school activity or school attendance, may be subject to discipline in accordance with PCI policies and regulations. If the user is using a social networking site or service that has terms of use that prohibit posting harmful material, the Director of

Information Technology or designee also may file a complaint with the Internet site or service to have the material removed. Users are encouraged to save and print any messages sent to them that they feel constitutes cyberbullying and to notify a teacher or Human Resources so that the matter may be investigated.

G. Online Cheating

Examples of misuse include but are not limited to: taking an online test for another student, using cell phones or email with the purpose of distributing answers or test questions, and "hacking" into a teacher's computer or grade book.

H. Online Plagiarism

Submitting another student's work as your own, knowingly using or building upon another's ideas without proper citation and using the Internet to purchase or find a paper are all acts of plagiarism. This applies not only to written work but to any school project for which technology is used as a research tool or method of presentation (e.g. PowerPoint presentations, wikis, etc.).

I. Copyright Infringement

If work contains language that specifies appropriate use of that work, students should follow the expressed requirements for citing the work. If unsure whether one can use a work, one should request permission from the copyright owner.

J. Conducting a For-Profit Business

PCI technology may not be used for commercial purposes, financial gain, personal business, product advertisement or political lobbying activities.

K. Technology Systems/Equipment Care

Users are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

L. Spamming

Individuals will not post chain letters or engage in spamming. Spamming is defined as sending an unsolicited message to an individual or a group of people.

While the School is able to exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the 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 or employee user agree not to hold the School or any 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 School, School staff, employees, officers, directors and volunteers for any damages

or costs incurred. Parents/guardians are required to supervise and monitor their student's use of PCI equipment including but not limited to their student's access to the internet and any online services through such equipment any and all times during which any PCI equipment is being used by their student outside school facilities or school hours to ensure compliance with this agreement.

Students who violate this Agreement will be subject to discipline, which may include loss of access to School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and the Employee Rules of Conduct and applicable laws.

By using PCI Technology, employees agree not to hold the School or any School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse of negligence. Employees also agree to indemnify and hold harmless the School, School staff, employees, officers, directors and volunteers for any damages or costs incurred.

After reading the 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. PCI encourages parents/guardians to discuss PCI's Use of Technology Policy and this Acceptable Use Agreement with their children to ensure their children understand and comply.

As a user of PCI technologies, I have read the 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 and staff who violate this policy in any way will be subject to a referral and possible suspension or expulsion or disciplinary action. I understand that if a user willfully damages PCI's property, including but not limited to PCI's technology, equipment and networks, or fails to return PCI's property that has been loaned to the user, 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, PCI 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, PCI 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 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 Use of Technology Policy and the Acceptable Use Agreement. I understand that the School's policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the School's technology, in addition to any separate policies governing employee use of technology. I understand that violation of this Agreement or School policies regarding employee use of technology may result in disciplinary action against me, up to and including termination of employment.

Employee Signature: _____

Employee Name (Please Print) _____

Date: _____