

Coeur d'Alene Charter Academy

Student Acceptable Use Policy and Contract

Coeur d'Alene Charter Academy (the Academy) provides students access to the Academy's electronic network and individual computing devices. This network includes Internet access, computer services, videoconferencing, computer equipment and related equipment for educational purposes. The purpose of this network and devices accessing this network is to assist in preparing students for success in life and work in the 21st century by providing students with electronic access to a wide range of information, simulation and modeling tools, document and presentation tools, and the ability to communicate with people throughout the world. This document contains the rules and procedures for students' acceptable use of the Academy's electronic network and all devices accessing this network.

Overall policy focus for network use:

- The Academy's electronic network has been established for a limited educational purpose. The term "educational purpose" includes classroom activities, career development, and limited high quality self-discovery activities.
- The Academy's electronic network has not been established as a public access service or a public forum. The Academy may place reasonable restrictions on material that is accessed or posted throughout the network.
- Parent/guardian permission is required for all students using this network.
- It is presumed that students will honor this agreement they and their parent/guardian have signed. The Academy is not responsible for the actions of students who violate this agreement and any state or federal laws while using school resources.
- The Academy reserves the right to monitor all activity on this electronic network. Students and their parents/guardians will indemnify and hold the Academy harmless for any damage that is caused by students' inappropriate use of the network.
- Students are expected to follow the same rules, good manners and common sense guidelines that are used with other daily school activities, as well as the law in the use of the Academy's electronic network.
- Access is a privilege — not a right.

Please note that as of the 2013-2014 academic year, the Academy does not allow students to take home school computing devices (often referred to as a "one-to-one" program) or to bring student-owned devices to school for use during school (often referred to as a "bring-your-own-device" program). The next two policy focus items are in anticipation that we implement one or both of these policies some year in the future.

Overall policy focus for the Academy's student-use take-home devices (*if/when the Academy provides devices that students may take home – currently we do not provide such devices, but are considering this for the future*):

- The student-use (a.k.a. one-to-one) devices are intended to assist the student with their studies at the Academy and not to serve as the primary home computer for a family. The devices are to be used for academic purposes by the student and their parents/guardians.
- Each student-use device is owned by the Academy (or through a leasing company). The Academy has final say regarding the use and care of the devices.
- Each student must complete appropriate training and sign the acceptable use contract before receiving their device.
- The student's parents/guardians must complete appropriate training and sign the acceptable use contract before their student may receive their device.
- At no time may a school-owned device be subject to "jail-breaking", "rooting", or any other process that would alter the Operating System provided by the Academy on the device.
- Students are responsible for the replacement or a pro-rated replacement cost for any device lost or damaged while the device is checked out to the student or borrowed by the student.

- If a device password is employed on the device, the student must make that available upon request to an Academy staff member or appointed representative. Such requests may be made in order to ensure compliance with the Academy's Acceptable Use Policy.
- Use of the devices is a privilege – not a right.

Overall policy focus for student-owned devices (HS only) - *(if/when the Academy allows student-owned devices at school and on our network – currently we do not allow such devices, but are considering this for the future):*

- Students who bring their own devices (a.k.a. BYOD) are expected to use the devices while at school in the same manner as they would when using the school-owned devices.
- The devices are to be used for academic purposes by the student.
- Any student-owned device whether it is allowed to connect to the school's network or not is subject to the same use monitoring as any school-owned device.
- Each student must complete appropriate training and sign the acceptable use contract before being allowed to bring their device to school and/or connect their device to the school's network.
- The student's parents/guardians must complete appropriate training and sign the acceptable use contract before their student may bring their device to school and/or connect their device to the school's network.
- No student-owned device may have the ability to connect to a 3rd party network (e.g. the device may not have 3G/4G data capabilities through an independent telecommunications company such as Verizon, AT&T, etc).
- The teacher in the classroom has the final say on procedures in the classroom. Students must comply with teacher directives as they relate to use of any device. Access is only available, not guaranteed for each classroom situation.
- If a device password is employed on the device, the student must make that available upon request to an Academy staff member or appointed representative. Such requests may be made in order to ensure compliance with the Academy's Acceptable Use Policy.
- Use of the student-owned devices while on the school's property is a privilege – not a right.

Bringing your own technology device to school (currently allowed only before or after school) can be useful; however some risks are involved as well. It is always a good idea to record the device's serial number in case of theft. The Academy is not responsible for the theft of a device, nor are we responsible for any damage done to the device while at school. Any time a theft occurs, you should contact the office or the Dean of Students immediately to make him/her aware of the offense.

Student filtering is required by federal law of all public schools. The Children's Internet Protection Act (CIPA) requires all network access to be filtered, regardless of the tool you use to access it while in a public school. Your laptop or tablet must be subject to this filtering. The network you are using while at school belongs to the Academy and will be filtered. The rationale for not allowing devices utilizing 3rd party networks is to ensure that we can honor these federal filtering laws.

Students may not use an audio recording device, video camera, or camera (or any device with one of these, e.g. cell phone, laptop, tablet, etc.) to record media or take photos during school unless they have permission from both a staff member and those whom they are recording.

Should the Academy's representatives determine that a school-owned device must be wiped (e.g. returned to factory conditions), the student is responsible for any data on the device and it is the student's responsibility to keep current backups of all their work and saved resources to prevent their permanent loss. Wiping may become necessary if the device is malfunctioning or becomes infected in some way. If and when wiping the device is required is solely at the discretion of the Academy. Any applications installed on the device must not be altered or removed by the student. Additional software (e.g. apps) may only be installed with advance permission from the Academy.

General Unacceptable Behavior

While utilizing any portion of the Academy's electronic network, using a school-owned device, or using a student-owned device while on school property, unacceptable behaviors include, but are not limited to, the following:

- Posting information that, if acted upon, could cause damage or danger of disruption to the Academy's electronic network or equipment.
- Engaging in personal attacks, including prejudicial or discriminatory attacks.
- Harassing (bullying) another person. Harassment is persistently acting in a manner with the intent to distress or annoy another person. (If a student is told by a person to stop sending messages, they must stop).
- Knowingly or recklessly posting false or defamatory information about a person or organization.
- Using criminal speech or speech in the course of committing a crime such as threats to public officials, instructions on breaking into computer networks, pornography, drug dealing, purchase of alcohol, gang activities, and threats to an individual.
- Using speech that is inappropriate in an educational setting or violates Academy rules.
- Abusing network resources such as sending chain letters or "spamming."
- Displaying, accessing or sending offensive messages or pictures.
- Use of the Academy's devices and/or electronic network for commercial purposes. Students and their parents/guardians will not offer, provide, or purchase products or services using these devices or through this network.
- Use of the Academy's devices and/or electronic network for political lobbying. Students and their parents/guardians may use the system to communicate with elected representatives and to express their opinions on political issues.
- Attempting to access non-instructional Academy systems, such as student information systems or business systems.
- Use of Academy equipment, network, or credentials to threaten employees, or cause a disruption to the educational program.
- Use of Academy equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

E-Mail

- Students will not be provided email accounts through the Academy or email accounts hosted on Academy servers. School-use only email accounts may be implemented in the future but the Academy does not currently have the capacity to provide such accounts.
- Students may establish Web-based e-mail accounts on non-Academy systems such as gmail, Hotmail, etc. In fact students are encouraged to create and regularly manage such personal email accounts that are strictly for academic use.
- Students will not repost a message that was sent to them privately without the permission of the person who sent them the message.
- Students will not post private information about another person.
- Because the Academy is a public entity, all Internet communication on the Academy's electronic network is a matter of public record. That means no email sent or received by students while using Academy computers at home or at school is private. Any and all activity on Academy computers is archived and may be monitored by authorized Academy personnel at any time.

World Wide Web

- Student access to information on the Web will generally be provided through prescreened sites and in a manner prescribed by the Academy.
- Federal law (CIPA) and State law (Section 33-131, Idaho Code) requires that all Internet activity be actively filtered. The filters put in place by the Academy are final.
- No student is permitted to alter the filter system or attempt to by-pass the filter by using 3rd party proxies.
- Filter and web site logging systems installed on the Academy's one-to-one devices must not be altered whether on the school's network on any external networks while away from the Academy, including home networks, Internet cafés, etc.

Telnet and FTP

- Telnet and FTP services are not available to students on the Academy's network. Use or attempted use of these protocols is forbidden and therefore represents a violation of this Acceptable Use Policy.
- Telnet and FTP services may be utilized in a specific class (e.g. Computer Science) as part of its unit on networking and their use must be confined to this context.

Real-time, Interactive Communication Areas

- Students may use chat or instant messaging only under the direct supervision of a teacher or in a moderated environment that has been established to support educational activities and has been approved by the Academy.
- Use of chat or instant messaging for personal use using Academy one-to-one devices or other Academy computing devices is prohibited.

Web Sites

- Students may be identified by their full name with parental approval only. Group or individual pictures of students with student identification are permitted with parental approval only.
- Material placed on student Web pages is expected to meet academic standards of proper spelling, grammar and accuracy of information.
- Material (graphics, text, sound, etc.) that is the ownership of someone other than the student may not be used on Web sites unless formal permission has been obtained. Failure to secure permission is plagiarism and will be dealt with according to the Academy's plagiarism rules found in the Student Handbook.
- All student Web pages must contain a link back to the home page of the classroom, or school, as appropriate. Links to sites unaffiliated with the Academy will not be allowed.

Personal Safety

- Students will not share personal contact information about themselves or other people. Personal contact information includes home address, telephone, school address, or work address.
- Students will not disclose personal contact information, except to education institutes for educational purposes, companies or other entities for career development purposes, or without specific Academy approval.
- Students will not agree to meet with someone they have met online.
- Students will promptly disclose to a teacher or other school employee any message received that is inappropriate or makes the student feel uncomfortable

System Security

- Students are responsible for their individual accounts and should take all reasonable precautions to prevent others from accessing them. Under no conditions should students provide their password to another person.
- Students must immediately notify a teacher or the technology specialist of any possible security problem. Students should not explore for security problems, because this may be construed as an illegal attempt to gain access.
- Students will not attempt to gain unauthorized access to any portion of the Academy's electronic network. This includes attempting to log in through another person's account or access another person's folders, work, or files. These actions are illegal, even if only for the purposes of "browsing".
- Students will not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses or by any other means. These actions are illegal.
- Users will not attempt to access Web sites blocked by Academy policy, including the use of proxy services, software, or Web sites.
- Users will not use sniffing or remote access technology to monitor the network or other user's activity.

Software and Files

- Software is available to students to be used as an educational resource. No student may install, upload or download software without permission from the Academy's technology specialist.
- Files stored on the network are treated in the same manner as other school storage areas, such as lockers. Routine maintenance and monitoring of the Academy's electronic network may lead to discovery of violations of this contract or the law. Students should not expect that files stored on Academy servers or on Academy one-to-one devices are in any way private.
- The backup of all student and parent/guardian documents and other files are the responsibility of the student and not the Academy. In the event that a one-to-one device requires a system restore, all personal data on the one-to-one device will be erased without any attempt to preserve personal data by the Academy.

Technology Hardware

- Hardware and peripherals are provided as tools for student use for educational purposes. Students are not permitted to relocate hardware (except for portable devices), install peripherals or modify settings to equipment without the consent of the Academy's technology specialist.

Damage to Academy Computing Equipment, Including Vandalism

- Any attempt to harm or destroy data, the network, other network components connected to the network backbone, hardware or software will result in disciplinary measures in compliance with the Academy's discipline code and policies.
- Students and parents/guardians must obtain and keep current appropriate insurance to protect Academy one-to-one devices. A source for obtaining insurance protecting against unintentional damage to the device will be provided to students and parents/guardians by the Academy. Evidence of participation in appropriate insurance is required before the one-to-one device is released to the student.

Plagiarism and Copyright Infringement

- Students will not plagiarize works found on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were one's own.
- Academy policies on copyright will govern the use of material accessed and used through the Academy system.
- Copyrighted material will not be placed on any system without the author's permission. Permission may be specified in the document, on the system or be obtained directly from the author.

Videoconference

Videoconferencing is a way that students can communicate with other students, speakers, museums, etc. from other parts of the country and the world. With videoconferencing equipment, students can see, hear, and speak with other students, speakers, museum personnel, etc. in real-time.

- Videoconference sessions may be videotaped by Academy personnel or by a participating school involved in the exchange in order to share the experience within our building or their building or district.
- Students' voices, physical presence, and participation in the videoconference are transmitted to participating sites during each session. Rules and procedures relative to acceptable use and behavior by students apply during all videoconference sessions.

Student Rights

- Students' limited right to free speech applies to communication on the Internet. The Academy's electronic network is considered a limited forum, similar to the school newspaper, and therefore the school may restrict a student's speech for valid educational reasons. The Academy will not restrict a student's speech on the basis of a disagreement with the opinions that are being expressed. All electronic student speech must be civil in a manner equivalent to that of spoken and written speech in the classroom.
- An individual search will be conducted if there is reasonable suspicion that a student has violated this policy or the law. The investigation will be reasonable and related to the suspected violation.

Violations of this Acceptable Use Contract

Violations of this contract may result in loss of access as well as other disciplinary or legal action. Students' violation of this contract shall be subject to the consequences as indicated within this contract as well as other appropriate discipline, which includes but is not limited to:

- Use of the Academy's network only under direct supervision
- Suspension of network privileges
- Revocation of network privileges
- Revocation of Bring Your Own Device privileges.
- Surrender of one-to-one computing devices
- Suspension of computer privileges
- Suspension from school
- Expulsion from school and/or
- Legal action and/or criminal prosecution

The particular consequences for violations of this contract shall be determined by the school administrators. The principal or designee and the board shall determine when school expulsion and/or legal action or actions by other authorities are the appropriate course of action.

Due Process

- The Academy will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the school network.
- The Academy will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted using an Academy one-to-one device.
- The Academy will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted using a student-owned device.
- In the event there is an allegation that a student has violated the Academy's acceptable use contract and policy, the student will be provided with a written notice of the alleged violation. An opportunity will be provided to present an explanation before a neutral administrator (the student will be provided with notice and an opportunity to be heard in the manner set forth in the disciplinary code).
- Disciplinary actions will be tailored to meet specific concerns related to the violation and to assist the student in gaining the self-discipline necessary to behave appropriately on an electronic network. Violations of this acceptable use contract and policy may result in a loss of access as well as other disciplinary or legal action.
- If the violation also involves a violation of other provisions of other school rules, it will be handled in a manner described in the school rules. Additional restrictions may be placed on a student's use of his/her network account.

Limitation of Liability

- The Academy makes no guarantee that the functions or the services provided by or through the school network will be error-free or without defect. The Academy makes no guarantee that the functions or the services provided by the use of Academy one-to-one devices will be error-free or without defect. The Academy will not be responsible for any damage suffered, including but not limited to, loss of data or interruptions of service.
- The Academy is not responsible for the accuracy or quality of the information obtained through or stored on the network. The Academy will not be responsible for financial obligations arising through the unauthorized use of the network.

Coeur d'Alene Charter Academy Student Acceptable Use Contract

(Remove this page and return to Coeur d'Alene Charter Academy)

I have read and retained a copy of the Student Acceptable Use Contract and agree to its terms.

Student Signature

Date

Parent/Guardian Signature

Date