

## DAVIDSON CHARTER ACADEMY Technology Acceptable Use Policy & Device Agreement

Below are the agreements that parents and students of Davidson Charter Academy (“DCA” or “School”) agree to after being issued a DCA device for use at school or at home.

All students and parents must agree to follow the terms and conditions stated in the Technology Acceptable Use Policy and Device Agreement. The signature page at the end of this contract must be signed and returned prior to computer access being granted. **Parents/students:** please note that any violation of this agreement that results in inappropriate use of technology and/or damage of technology will result in a School consequence.

### **A. Requirements for Use of Technological Resources**

The use of School technological resources, such as computers, Chromebook, and other electronic devices, networks, email, and the Internet, is a privilege, not a right. Before using the Internet or school email address, all students will be trained about appropriate online behavior. Such training will cover topics such as digital footprint, cyberbullying, and interacting with others on social networks.

Anyone who uses School computers or electronic devices or who accesses the School network or the Internet at an educational site, at home, or off campus, including during distance learning, must comply with the requirements listed below. All students will receive a copy of this policy annually.

1. Technological resources are provided for School-related purposes only. Acceptable uses of such technological resources are limited to responsible, efficient and legal activities that support learning and teaching. Use of School technological resources for commercial gain or profit is prohibited.
2. Students must comply with all applicable laws, including those relating to copyrights and trademarks, confidential information, and public records. Any use that violates state or federal law is strictly prohibited. Plagiarism involving Internet resources will be treated in the same manner as any other incidents of plagiarism, with appropriate consequences given in regard to grades and disciplinary measures.
3. No user of technological resources, including a person sending or receiving electronic communications, may engage in creating, intentionally viewing, accessing, downloading, storing, printing, emailing, or transmitting images, graphics (including still or moving pictures), sound files, text files, documents, messages or other material that is **obscene, defamatory, profane, pornographic, harassing, abusive or considered to be harmful to minors.**
4. Users must not bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
5. Users must not disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.

6. The use of anonymous proxies to circumvent content filtering is prohibited.
7. Users may not install or use any Internet-based file-sharing program designed to facilitate the sharing of copyrighted material.
8. Users of technological resources may not send electronic communications fraudulently (i.e., by misrepresenting the identity of the sender).
9. Users must respect the privacy of others. When using e-mail, chat rooms, blogs or other forms of electronic communication, students must not reveal personal identifying information, or information that is private or confidential, such as the home address or telephone number, credit or checking account information or social security number of themselves or fellow students. Users must not record or share either audio or video of any classes, instructional time or educational meetings.
10. Users may not intentionally or negligently damage computers, computer systems, electronic devices, software, computer networks or data of any user connected to School technological resources. Users may not knowingly or negligently transmit computer viruses or self-replicating messages or deliberately try to degrade or disrupt system performance. Users must scan any downloaded files for viruses.
11. Under no circumstance may software purchased by the School be copied for personal use.
12. Users may not create or introduce games, network communications programs or any foreign program or software onto any School computer, electronic device, or network without written permission from the Director of Education and the Director of Business Operations.
13. Users are prohibited from engaging in unauthorized or unlawful activities, such as “hacking” or using the computer network to gain or attempt to gain unauthorized or unlawful access to other computers, computer systems or accounts. Users will also not make an attempt to bypass any monitoring or filtering software in place for student safety.
14. Users are prohibited from using another individual’s accounts or password for any technological resource without permission from the individual. Students must also have permission from the teacher or other School official.
15. Users may not access, modify or delete files or emails that belong to another user without that user’s permission.
16. If a user identifies a security problem on a technological resource, he or she must immediately notify the teacher, Director of Education, or Director of Business Operations. Users must not demonstrate the problem to other users. Any user identified as a security risk will be denied access.
17. Users will be held to all of DCA’s regular policies as outlined in the Parent-Student Handbook during electronic learning or distance learning.
18. Users must not engage in or promote any practice that is unethical or violates any law or School policy or practice.
19. The use of School email accounts is for School-related purposes only and all email usage must be consistent with this Agreement and the School’s guidelines as outlined in the Parent-Student Handbook. School email accounts are not private and may be monitored by DCA Staff.

## **B. Internet Safety**

Technological resources including computer networks, equipment, email, and Internet access are provided primarily to support the instructional functions of DCA. The use of these technology resources is governed by federal and state laws and DCA School’s policies and procedures.

In compliance with Public Law 106-554, The Children’s Internet Protection Act (CIPA), The Neighborhood Children’s Internet Protection Act (N-CIPA) and Public Law 110–385, Protecting Children in the 21st Century Act, all DCA computers or devices with Internet access will operate with filtering technology to prevent both adults and minors from accessing visual depictions that are obscene (per 18 USC 1460), inappropriate information (per 18 USC 2256), or are harmful to minors. The technology protection measure is enforced at the system level: all Internet traffic is inspected by the filtering system.

DCA is aware that there is information on the Internet that is not related to the educational program. DCA also is aware that the Internet may provide information and opportunities to communicate on subjects that are not suitable for School-age children and that many parents would find objectionable. DCA personnel shall take reasonable precautions to prevent students from having access to inappropriate content that does not serve a legitimate pedagogical purpose. School officials shall ensure that technology personnel have installed a technology protection measure that blocks or filters Internet access to audio or visual depictions that are obscene, that are considered pornography or that are harmful to minors. School officials may disable such filters for an adult who uses a School-owned computer for bona fide research or another lawful educational purpose. DCA personnel may not restrict Internet access to ideas, perspectives or viewpoints if the restriction is motivated solely by disapproval of the ideas involved. DCA is not responsible for the content accessed by users who connect to the Internet via their personal mobile telephone technology (e.g., 3G, 4G service) or networks not owned or managed by the School.

### **C. Privacy and Filtering**

Since the use of School technology is intended for educational purposes, students shall not have the right to privacy in the use of DCA technological resources.

Network, web and on-device storage may be treated like School lockers. School administrators or individuals designated by the Director of Education or Director of Business Operations may review files, monitor all communication, and intercept email messages to maintain system integrity and to ensure compliance with board policy and applicable laws and regulations.

DCA personnel shall monitor online activities of individuals who access the Internet via a School-owned computer while on-campus. Software may be installed on School-owned student devices that allows access to student screens while on-campus for instructional purposes only. In addition, DCA reserves the right to monitor and record all use of School technology, including, but not limited to, access to the Internet or social media, communications sent or received from School technology, or other uses whether the student uses such technology on or off campus. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of School technology (such as web searches and emails) cannot be erased or deleted.

When students are off campus, including when in distance learning, parents reserve the right to set and control what their student views at home. DCA encourages parents to set limits and be actively involved in monitoring and controlling technology use at home, including email, social media, and chat rooms. DCA maintains the right to still filter site content based on education needs.

All passwords created for or used on any School technology are the sole property of the School. The creation or use of a password by a student on School technology does not create a reasonable expectation of privacy.

#### **D. Digital Footprint**

DCA may use any means available to request the removal of personal websites that substantially disrupt the School environment or that utilize School or individual School names, logos, or trademarks without permission.

Though School personnel generally do not monitor students' Internet activity conducted on non-School computers during non-School hours, when the student's online behavior has a direct and immediate effect on School safety or maintaining order and discipline in the Schools, the student may be disciplined in accordance with School policies. Students may be disciplined in accordance with School policies for Internet activity conducted on non-School computers during distance learning or electronic learning.

#### **E. Vandalism and Theft**

Vandalism and theft will result in cancellation of user privileges and disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy network or computer equipment and/or data of anyone connected to the network. Theft is defined as the illegal taking of another person's property without that person's freely-given consent. Vandalism, theft and possession of stolen property are violations of the criminal law. Security measures used to protect technological resources include, but are not limited to, video surveillance, visual inspection and asset tracking.

The Director of Business Operations and designated staff work closely with local law enforcement officials in cases of suspected vandalism or theft. In the case of an off-campus theft incident, students or guardians are responsible for filing a police report as well as notifying the School.

#### **F. Loan Period / Distribution**

If a School-owned Chromebook is loaned to a student for distance learning, it will be issued to the student at the distribution session after the beginning of the School year once signing this contract. The Chromebook must be returned, with all accompanying equipment, in good condition, on the assigned day. Chromebooks may be re-imaged and repaired during school breaks. A parent or guardian is required to sign for the Chromebook. On days when the student attends School in-person, he/she must bring the loaned Chromebook, charger, and bag to the School for electronic learning.

#### **G. Personally Owned Devices**

If a student uses a personally owned device to access School technology, he/she shall abide by all applicable Board policies and procedures, the School Parent-Student Handbook, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

## H. Liability

The Chromebook, computer, or other electronic device is issued to the student who, with his/her parents or legal guardians, is the only authorized user of that device. Although each student accepts responsibility for the care and use of the device, the device remains the sole property of DCA. Damage or negligence to the Chromebook not due to normal wear or tear will be subject to a fee charged to the parents or legal guardians. *In the instance that a parent or student were to move and no longer attend DCA, it is the responsibility of that parent/guardian to return said device. DCA reserves the right to file police reports for any missing devices and/or accompanying equipment not returned to the School when requested.*

\*Repair evaluation will be at the discretion of the Director of Business Operations. Each device will be evaluated based on the damage and its impact on the ability of the device to perform day to day functions.

Damage	Cost
New Keyboard	\$30.00
New Screen	\$50.00
New Hard Drive	\$60.00
Damaged / Missing Power Adaptor	\$20.00
Damaged / Missing Chromebook Bag	\$20.00
Water Damage, Lost, or Stolen	\$275.00

\*Failure to pay for repairs will result in restriction or revocation of technology privileges and a “hold” of the student’s report card if fees are not paid.

## I. Appropriate Computer Use

Students are expected to follow the 1-page Computer Care Document that was provided at time of device distribution. In addition, student’s use of the computer is subject to Parent-Student Handbook guidelines and North Carolina law.

## J. File Maintenance

Students are responsible for backing up their own files. The student’s flash drive and/or Google Drive should be used for this purpose. Chromebook will be periodically re-imaged. All data and files not backed up to external media may be lost during this process. All files stored on the Chromebook are property of the School and may be inspected at any time.



## DAVIDSON CHARTER ACADEMY Technology Acceptable Use Policy & Device Agreement Signature Page

*By signing this Technology Acceptable Use Policy and Device Agreement, the student and parents agree to indemnify, defend, and hold harmless the Davidson Charter Academy Board of Directors, Davidson Charter Academy and its employees from and against all claims, demands, suits, liabilities, damages, losses, and expenses resulting from or arising out of the use of the property as described in this agreement, which causes bodily injury, illness, death or other damage to persons or property.*

*Additionally, by signing below students and parents/guardians agree to all of the clauses listed in the Technology Acceptable Use Policy and Device Agreement. We understand that any violation of these clauses may result in the restriction or revocation of the student’s technology privileges. When the device has been transferred to the parents and/or guardian the device becomes the responsibility of the individual signing for the device.*

*My signature below indicates I have thoroughly read and understand the information in the Technology Acceptable Use Policy and Device Agreement. I hereby accept responsibility for the care of this Chromebook, charger, and bag. If it is damaged or lost while in my care, I understand I will be charged for its repair or replacement pursuant to the schedule listed in the agreement.*

<i>Student Name</i>	
<i>Student Signature</i>	<i>Date</i>
<i>Parent/Guardian Name</i>	
<i>Parent/Guardian Signature</i>	<i>Date</i>
<i>Parent/Guardian Email</i>	
<i>Parent/Guardian Phone Number</i>	

**For School Use Only**

<i>Chromebook ID#</i>
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