

Swampscott Public School District Responsible Use Agreement

Educational Purpose

The Swampscott Public School District has adopted the Responsible Use Agreement (RUA) for staff, students, and guests who have access to the school computers and devices, system network, or school accounts for Google, Aspen, Teachpoint, our website, and other software or information technology. *Network access is a privilege, not a right.* The use of the network must be consistent with, and directly related to, the educational objectives of the Swampscott Public Schools. This agreement is intended to ensure safety through the proper conduct of users and requires efficient, ethical, and legal utilization of technology.

SPS Responsibilities

Our agreement is based on our requirement by CIPA (Children's Internet Protection Act) to ensure that our protection measures block and filter internet access to obscene pictures and sites that are harmful to minors. In addition, our internet safety policy must include the monitoring of online activities of minors and as required by the Protecting Children in the 21st Century Act, we must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response, (CIPA, 2017).

Responsible Use & Digital Safety for All Users:

1. Proper safety and etiquette is expected of all users.
 - a. Users are expected to communicate in ways that are kind and respectful.
 - b. Users will not use inappropriate language in public and private messages, including but not limited to e-mails and chats, naming of files, websites, or blogs.
 - a. Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language including but not limited to Google and files on the district network.
 - b. Users will not engage in personal attacks, including prejudicial or discriminatory attacks.
 - c. Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person.
 - d. Users will not knowingly or recklessly post false or defamatory information about a person or organization.
 - e. Users will not buy, sell, advertise, or otherwise conduct non-school related business, using school email or school resources.
 - f. Users will not intentionally access, transmit, copy, or create materials that violate the school's code of conduct (such as messages that are sexual in nature, threatening, rude, discriminatory, or meant to harass).
2. Respect and protect the privacy of yourself and others.
 - a. Only log into your own account and do not attempt to gain access to another user's account.
 - b. Do not share passwords, view or copy data, or access networks to which you are

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- not authorized.
- c. Do not post personal contact information about themselves or other people. Personal contact information includes, but is not limited to, a user's address, telephone number, credit card number, etc.
3. Practice legal and ethical behavior.
 - a. Do not intentionally access, transmit, copy, or create materials that are illegal (such as obscenity, stolen materials, or illegal copies of copyrighted works).
 - b. Do not engage in any illegal act, such as arranging for a drug sale, or the purchase of alcohol, threatening the safety of a person or persons, etc., via the school's network, Internet, computers, technology devices or information technology.
 - c. Do not engage in plagiarism and copyright infringement. Users will respect the rights of copyright owners. Copyright infringement occurs when someone inappropriately reproduces a work that is protected by a copyright.
 - d. Promptly disclose to school authorities any inappropriate web site you access.
 4. Users will not make deliberate attempts to disrupt the school's computer system or network or any other computer system or network, or destroy data by sending computer viruses or by any other means.

Specific Agreement for Student Use

1. Students in grades prekindergarten-8 will access the Internet only when a recognized authority figure, i.e., (staff member, administrator, parent volunteer) is in the same room.
2. Students in grades 9-12 will have Internet access without an adult in the room provided they abide by the agreement set forth within the Responsible Use Agreement ("RUA") and by the teacher or Principal. The school district reserves the right to revoke a student's privilege at any time.
3. **Students will not capture, record, or distribute audio, video, or pictures of any school activity without the permission of the students and staff involved.**
4. Students are expected to be courteous and use appropriate language. Remember that anything you put on the internet may be attached to your digital footprint forever.
5. Students will report threatening or discomfoting materials to a teacher or trusted school staff member.

Free Speech

A user's right to free speech, as set forth in United States Constitution, applies to communication on the Internet. Internet access as provided by the Swampscott Public Schools is considered a limited forum, similar to the school newspaper, and therefore the District may restrict speech for valid educational reasons. The District will not restrict a user's speech on the basis of a disagreement with the opinions a user expresses.

Privacy Expectations:

The District's system network, computers, technology devices, and information technology is the property of the District and is subject to inspection at any time and without prior notice. **Users have no expectation of privacy in the use of the District's system network, computers,**

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technology devices, and information technology. The Swampscott Public Schools reserves the right to monitor, inspect, copy, review and store any and all use of the Internet, the District's system network, computers, technology devices, and information technology including but not limited to Teachpoint, Aspen, and Google.

Due Process

1. The District will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through Internet access as provided by the Swampscott Public Schools.
2. In the event there is a claim that a user has violated these agreement, he/she will be provided with a written notice of the suspected violation and an opportunity to present an explanation before the building administrator.
3. Violation of the Responsible Use Agreement will result in disciplinary action by the District, Principals and/or teachers and may include but are not limited to the following consequences: verbal or written warnings, parent meetings, and network use suspension.
4. If the violation also involves a violation of other provisions of the school's disciplinary code, it will be handled in a manner described in that disciplinary code.

Limitation of Liability

The Swampscott Public Schools makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through the system network, Internet, school computers, school technology devices or information technology will be error-free or without defect. The Swampscott Public Schools will not be responsible for any damages users may suffer, including but not limited to, loss of data or interruptions of service.

The Swampscott Public Schools, along with any person or organization associated with the school district internet connectivity, will not be liable for the actions of anyone connecting to the Internet through the school network infrastructure, or for the action of anyone connecting to the District's network. The Swampscott Public Schools will not be liable for the actions of anyone using school computers, technology devices or information technology. All users shall assume full liability, legal, financial or otherwise for their actions while using the school's network, Internet, computers, technology devices or information technology. The Swampscott Public Schools assumes no responsibility for any information or materials transferred or accessed from the Internet.

The Swampscott Public Schools strongly condemns the illegal distribution of software. All users should be aware that such action is illegal and is punishable under federal law by fine or imprisonment. The Swampscott Public Schools reserves its right to seek restitution from any user for costs incurred by the District, including any legal fees, for the inappropriate use of the District's network.

Parents & Guardians agree to accept financial responsibility for any expenses or damages incurred as a result of their student's inappropriate or illegal activities on the District's network and to reimburse Swampscott Public Schools for any expenses or damages incurred in the use of district owned technology devices.

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By signing this agreement Users & Parents/Guardians consent to the following:

- I have read the Responsible Use Agreement for the Swampscott Public Schools.
- I understand that this access is designed for educational purposes.
- I will abide by the content in the Responsible Use Agreement.

Parents/Guardians

1. I give permission for my son/daughter to have the access to the Internet that corresponds with his/her grade level.
2. **I have discussed with my son/daughter his/her responsibilities regarding the use of the Swampscott Public Schools and Internet access.**
3. My son/daughter understands and agrees to follow the Responsible Use Agreement of the Swampscott Public Schools.
4. I understand that any violation by my son/daughter of the terms of the Responsible Use Agreement may result in suspension or revocation of his/her email account or independent access to the World Wide Web, school disciplinary action and, if warranted, referral to law enforcement authorities.
5. I will not hold the Swampscott Public Schools liable or responsible for any materials my son/daughter accesses, acquires, or transmits via the Swampscott Public Schools Computer network and/or Internet connection.

Swampscott Public School Staff will sign this form via Google.

All students and families will sign the Student Verification Form to accept these agreement. New students & families who do not sign return the verification form can print this form and sign below.

Printed Student Name: _____

Student Signature _____ Date: _____

Printed Parent Name: _____

Parent Signature _____ Date: _____