

INTERNET SAFETY



Yolo County Office of Education

STUDENT INTERNET USE AGREEMENT AND RELEASE FROM LIABILITY

Student's Name (Print)	/	Site	/	Grade Level
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The Yolo County Office of Education (YCOE) agrees to allow the student identified above (“student”) to use YCOE technology to access the Internet and Intranet (referred to collectively as (“the Internet”) under the following terms and conditions:

1. **Conditional Privilege.** The student’s use of YCOE access to the Internet (“YCOE Internet access”) is a privilege conditioned on the student’s acceptance of the conditions of this agreement, and on the student’s abiding by this agreement. No student may use YCOE Internet access unless the student and his/her parent or guardian have read and signed this agreement.

2. **Acceptable Use.** The student agrees that he/she will use YCOE Internet access for educational purposes only. In using the Internet through YCOE Internet access, the student agrees to obey all federal and state laws and regulations. The student also agrees to abide by any Internet use rules instituted at the student’s school or class, whether those rules be written or oral.

3. **Penalties for Improper Use.** If the student violates this agreement and misuses YCOE Internet access, the student may be subject to disciplinary action, revocation of the student’s user account and access to the Internet, as well as legal or criminal action where appropriate.

4. **“Misuse of YCOE Access to the Internet”** includes, but is not limited to, the following:
 - (a) use of YCOE access to the Internet for other than educational purposes;
 - (b) gaining intentional access or maintaining access to materials which are obscene, pornographic, or whose dominate appeal is sexual arousal;
 - (c) using the Internet for any illegal activity, including but not limited to computer hacking; violation of copyright, licenses, contracts, or other intellectual property laws;
 - (d) accessing “chat lines” unless authorized by the instructor for a class activity directly supervised by the instructor;
 - (e) using abusive or profane language in either public or private messages on the system; or using the system to harass, insult or verbally attack others;
 - (f) posting anonymous messages on the system;
 - (g) using encryption software, unless authorized by the instructor;
 - (h) wasteful use of limited resources provided by the school including paper;

- (i) causing congestion of the network through lengthy downloads of files, or by engaging in idle activities;
 - (j) vandalizing data of another user;
 - (k) obtaining or sending information which could be used in the production of destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - (l) gaining unauthorized access to resources or files;
 - (m) identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - (n) using the network for financial or commercial gain without YCOE permission;
 - (o) theft or vandalism of data, equipment, or intellectual property;
 - (p) invading the privacy of individuals;
 - (q) attempting to gain access to or gain information from student cumulative file records, student grades, student special education files, or other student records;
 - (r) introducing a virus to, or otherwise improperly tampering with, the system;
 - (s) degrading or disrupting equipment or system performance;
 - (t) creating a web page and associating it with the school or YCOE without proper authorization;
 - (u) failing to obey school or classroom Internet use rules; or
 - (v) taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the YCOE or any of its schools
 - (w) any act of cyber bullying
 - (x) unauthorized disclosure, use, and dissemination of personal identification information regarding minors
5. **No Expectation of Privacy.** The student and parent/guardian signing agree that if the student uses the Internet through YCOE access, that the student waives any right to privacy the student may have for such use. The student and parent/guardian agree that the YCOE may monitor the student's use of YCOE Internet access and may also examine all system activities the Student participates in, including but not limited to network, e-mail, voice, and video transmissions, to ensure proper use of the system.
6. **No Warranties.** The YCOE will make good faith efforts to protect children from improper material, which may be on the Internet. At the same time in signing this agreement, the parent/guardian and student recognize that the YCOE makes no guarantees about preventing improper access to such materials on the part of the student.
7. **YCOE Held Harmless and Promise Not to Sue.** In order to protect itself from future lawsuits where a student or parent/guardian alleges that the student suffered some kind of injury because the student used YCOE Internet access, the YCOE requires that the student and parent/guardian promise to forego such claims in advance in return for being allowed to use the YCOE Internet access. Therefore, the student and parent/guardian agree to hold the YCOE harmless from any claim or liability arising out of or resulting from the student's use of the YCOE Internet access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the student and parent/guardian agree that they will not sue the YCOE over

any claim, which comes about as a result of the student's using the YCOE Internet and Intranet access.

By signing this agreement, the parent/guardian and student waive any such claims which may occur in the future, whether they are now aware of how the student could be injured by using the Internet, or the extent of such alleged injury. In doing so, the student and parent/guardian waive any protection they have under Civil Code section 1542 with regard to claims arising from the student's use of YCOE Internet access. The Law reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. Signatures. We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement. This acknowledgement and authorization of understanding shall become effective immediately and shall remain in effect until August 1, 2013.

Student Signature

Parent/Legal Guardian Signature
(For students under 18 years old)

Dated: _____

ADOPTED: June 26, 2012
REVISED: August 28, 2012