



Student Use of Technology

ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (STUDENTS)

The Alum Rock Union Elementary School District ("District") authorizes students to use technology owned or provided by the District for instructional purposes. The use of District technology is a privilege permitted at the District's discretion and is subject to the conditions and restrictions set forth in Board Policy 6163.4, Student Use of Technology, this Exhibit 6163.4, the district's Student Use of Technology Acceptable Use Agreement and Release of District from Liability (Students) referred to as "Acceptable Use Agreement," other Board policies, administrative regulations, and exhibits relating to the use of District technology, and applicable state and federal laws. The District has the right to stop access at any time, without notice, for any reason.

The District expects all students to use technology responsibly. The District may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use District technology and his/her parent/guardian shall sign this Acceptable Use Agreement. Signing the Acceptable Use Agreement means it has been read and understood.

Definitions

District technology includes, but is not limited to, computers, the District's computer network including servers and wireless computer networking technology (wi-fi), the Internet, Internet hotspots, web resources, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, cameras, copiers, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off a school site or through District-owned or personally owned equipment or devices.

Impersonating includes knowingly and without consent creating or accessing an account under another person's name for purposes of harming, intimidating, threatening, or defrauding an individual or entity. (Penal Code 528.5)

Privacy

Since the use of District technology is only intended for educational purposes, students shall not have any expectation of privacy in any use of District technology. The use of District technology shall constitute express consent to being monitored. This consent shall authorize District representatives to monitor, without prior notification or consent, all use of District technology, including, but not limited to, Internet or social media, emails and other communications sent or received from District technology, audios or visual material, computer transmissions, stored information and deleted information or files. Any use in support of illegal activities must be reported to the authorities. Such reviewing/recording may occur at any time without 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 District technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any District technology are only the property of the District.

The creation or use of a password by a student on District technology does not create a reasonable expectation of privacy, nor does it prevent the District from impersonating/reviewing/recording student's account and its usage.

Student Obligations and Responsibilities

Students are expected to use District technology safely, responsibly, and for educational purposes only. The student in whose name District technology is issued is responsible for its proper use at all times. Under Education Code Section 48904, the District can be reimbursed for willful destruction of instructional materials and property, and diplomas, transcripts, etc., can be withheld until damages are paid. Students shall not share their assigned



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online services account information, passwords, or other information used for identification and authorization purposes.

Students shall use the system only under the account to which they have been assigned.

Students cannot use District technology for improper purposes. Improper uses include, but are not limited to:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter on any social media platform or website that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs
2. Bullying, harassing, intimidating, or threatening other students, staff, or other individuals ("cyberbullying")
3. Disclosing, using, or disseminating personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other persons
4. Infringing on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally and/or maliciously disrupting or harming District technology or other District operations (such as damaging, vandalizing, or destroying District equipment, placing a virus on District computers, adding, sharing, or removing a computer program without permission from a teacher or other District personnel, changing settings on shared computers)
6. "Hacking" into the system in an attempt to harm or destroy District equipment or materials or to change data of the District or other users
7. Impersonating other user accounts
8. Engaging in or promoting any practice that is unethical or violates any law or Board policy, administrative regulation, exhibit, or District practice

Personally Owned Devices

If a student uses a personally owned device to access District technology, the student shall follow all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any use of a personally owned device may subject the contents and use of the device to disclosure because of a lawful subpoena or public records request. Inappropriate use of a personally owned device at school may lead to discipline.

Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of District technology, the student shall immediately report such information to the teacher or principal.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in the District taking away student's access to District technology and/or discipline, including suspension or expulsion. In addition, violations of the law, Board policy, or this Acceptable Use Agreement could lead to the District notifying a law enforcement agency or agencies.



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Disclaimer

Alum Rock Union Elementary School District is not responsible for any damages suffered by the student, including those arising from non-deliveries, misdeliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. Use of any information obtained through the Internet or communications technologies is at the student's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through the Internet. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The student and his/her parent/guardian shall indemnify and hold Alum Rock Union Elementary School District harmless from any losses sustained as the result of use or misuse of the District's technology resources by the student, or the loss or damage of personal technology.

Student Acknowledgment

I have received, read, understand, and agree to follow this Acceptable Use Agreement, the Student/Parent Information Handbook, Board Policy 6163.4, Student Use of Technology, and other applicable laws and District policies, regulations, and exhibits relating to the use of District technology. I understand that the student named below has no expectation of privacy when using District technology, and I understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)

School: _____

Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the Acceptable Use Agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of this Acceptable Use Agreement. I release and agree to indemnify and hold harmless the District, its personnel, governing board, and any affiliated persons or institutions from any and all costs incurred, claims, damages of any nature arising from my child's use of, or inability to use, the Internet or the District's computers, network, or other technologies or technology devices including, but not limited to, claims that may arise from the unauthorized purchase of products or services, failure of any District technology or Internet protection measures, copyright infringement, user mistakes or negligence, or exposure to potentially harmful or inappropriate material or behavior. I understand that I can be held liable for damages caused by my child's intentional or unintentional misuse of the Internet or District computers, network, technologies, or technology devices. Further, I accept full responsibility for supervising my child's use of his/her access account when such access is not in the school setting.

I understand if my child breaks any of these rules or uses the District computer system, District technologies, or network in an inappropriate way, his/her privilege to use these technologies maybe taken away, I may be called, and my child may be subject to discipline. By signing this Acceptable Use Agreement, I give permission for my child to use the District's network, computer systems, cloud services and other technology and agree to the terms and conditions in the Acceptable Use Agreement.

Name: _____ Date: _____
(Please print)

Signature: _____