

ONE-TIME SIGNATURE ON THIS FORM WILL SUFFICE FOR THE DURATION OF
THE STUDENT'S TIME AT FCUSD SCHOOLS,
UNLESS NEW FORM LANGUAGE IS REQUIRED IN THE FUTURE

Folsom Cordova Unified School District

STUDENT TECHNOLOGY USE AGREEMENT

Student's Name (Print) _____ Grade Level _____

Current School _____ Today's Date _____

The FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT agrees to allow the student identified above ("Student") to use the ("District's Technology Resources") (including devices, internet access and instructional programs) under the following terms and conditions:

1. Conditional Privilege. The Student's use of the district's resources, ("District Technology Resources") is a privilege conditioned on the Student's agreeing to the district policies and terms of this agreement and on the Student's abiding by the same. Student access to ("District Technology Resources") will be created except when the Student's parent/guardian has notified the district in writing to not allow access to be created.

2. Acceptable Use. The Student agrees that he/she will use the District's Technology Resources for educational purposes only. In using the Internet through the District Internet Access, the Student agrees to obey all federal and state laws and regulations, and district policies. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral. District policies may be updated from time to time, and updates will be available for review through the school or the district's website. All internet access provided by the district, regardless of the medium, is considered part of the district system.

3. BYOD (Bring your Own Device). Students may access the District Bring your Own Device (BYOD) Wireless Network with their personal mobile and computing devices for educational use. All students on the BYOD wireless network are expected to conduct their use of the network and Internet, in accordance with this agreement. In addition, all students are subject to individual school site rules and regulations regarding the use of personal cell phones and electronic devices.

4. Resources. When devices, including internet hotspots or chromebooks, are provided by the district, students and their parents/guardians agree to return those devices promptly when requested by district staff and in the condition first received. Normal wear and tear is expected; however, damages beyond normal wear and tear (i.e. cracked screens, etc.) may incur fees.

5. Penalties for Improper Use. If the Student violates this agreement and misuses the District's Technology Resources, 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.

6. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

(a) use of the district's access to the Internet for other than approved educational purposes;

(b) gaining intentional access or maintaining access to inappropriate sexual or other offensive materials;

- (c) using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- (d) accessing social media unless authorized by the instructor for a class activity directly supervised by a staff member;
- (e) (cyberbullying/bullying) using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- (f) using encryption software without district authorization;
- (g) wasteful use of limited resources provided by the school including paper;
- (h) causing congestion or disruption of the network through lengthy downloads of unapproved large files or other activities, including the intentional introduction of viruses to the system;
- (i) obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- (j) gaining unauthorized access to resources, files or data of any type, including access to student records, grades, or files, or other users' files;
- (k) identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- (l) using the network for personal, financial or commercial gain without district permission;
- (m) theft or vandalism of data, equipment, or intellectual property;
- (n) invading the privacy of individuals (including taking/sharing photographs or videos without the express written permission of an individual);
- (o) creating a web page or associating a web page with the school or school district without proper authorization;
- (p) sharing Student ID and password or providing District Internet Access to unauthorized individuals;
- (q) failing to obey school or classroom Internet use rules;
- (r) taking part in any activity related to Internet use which creates a clear and present danger or the substantial disruption of the orderly operation of the district or any of its schools;
- (s) circumventing or disabling security measures; or
- (t) using personal mobile technology to access resources or information without teacher direction or approval.

7. No Expectation of Privacy. The district reserves the right to monitor the Student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of the district technology, including but not limited to, computer files, email, text messages, instant messaging, and other electronic communication, is not private and may be accessed for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a

reasonable suspicion, based on specific objective facts, that the search will uncover evidence in a violation of the law, district policy, or school rules.

The Student and parent signing below agree that if the Student uses District Technology Resources, the Student waives any right to privacy the Student may have for such use. The Student and parent agree that the district may monitor the Student's use of District Technology Resources and Internet Access and may also examine all system activities the Student participates in. The District may share such transmissions with the Student's parents.

8. No Guarantees. The district will make good faith efforts to protect children from improper or harmful matter that may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the district can make no guarantees about preventing improper access to such materials on the part of the Student.

9. District Held Harmless and Promise Not to Sue. In order to protect itself from future lawsuits where a student or parent alleges that the Student suffered some kind of injury because the Student used the District's Internet Access or other technology resources, the district requires that the Student and parent promise to forego such claims against either the District or its employees in return for being allowed to use the resources. Therefore, the Student and parent agree to hold the district and its employees harmless from any claim or liability arising out of or resulting from the Student's use of the District's Internet Access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the Student and parent agree that they will not sue the school district or any district employee over any claim that comes about as a result of the Student's using the District's Internet and intranet access. By signing this agreement the parent and Student waive any such claims that 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 waive any protection they have under Civil Code section 1542 with regard to claims arising from the Student's use of District Internet Access. That 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.

10. 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.

Student's Signature (10 yrs. or older only)

Parent/Legal Guardian's Signature

(For students under 18 years old)

Dated: _____

IF PARENT ELECTS TO REFUSE ACCOUNT ACCESS PRIVILEGES FOR STUDENT:

I do NOT want my child to have access to instructional program(s) created. I will contact the site administration to discuss the programs.

PARENT INITIALS HERE MEAN you are requesting ACCOUNT ACCESS be adjusted per contact with site administration _____