

# Gateway Unified School District

## Student Use of Technology Agreement and Release of Liability Form

The Gateway Unified School District authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes, as defined in Board Policy 6163.4 - Student Use of Technology. 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 applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use or misuse of the system.

### **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, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, 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-site or through district-owned or personally owned equipment or devices.

Additionally, district-approved online curriculum-driven services and educational platforms may be utilized to support learning. These may include, but are not limited to, cloud-based collaboration tools, digital textbooks, assessment applications, and interactive learning environments.

### **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. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").

3. 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.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Misuse of and/or sharing confidential information or personally identifiable information with any artificial intelligence (AI) system of themselves, another student, staff member, or other person.
6. Adjust the privacy settings on any technology tool unless directed to do so by a teacher or staff member.
7. Violate the direction of teachers or other staff members, age restrictions, or the intended use of the technology.
8. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program, changing settings on shared computers, etc.).
9. Install unauthorized software.
10. "Hack" into the system to manipulate data of the district or other users.
11. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.

### **Privacy**

Since the use of district technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. 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 district technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole 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.

### **Parental Acknowledgment of Google Workspace for Education and Online Services**

The district utilizes Google Workspace for Education to enhance our educational offerings. This suite includes tools like Gmail, Calendar, Docs, and Classroom, facilitating collaboration and learning.

Students will have access to both Core Services and, as determined by the district, Additional Services such as YouTube and Google Maps.

While students may have access to Additional Google Services such as YouTube and Google Maps, these services may be subject to separate parental consent requirements. The district will notify parents of any Additional Services that require specific permission beyond this agreement.

In accordance with Google's policies, the district provides consent for students under the age of 18 to use Google Workspace for Education, including its Core Services. Parents acknowledge that by signing this agreement, they consent to their child's participation in these services as authorized by the district.

Refer to Google Workspace for Education Notice to Parents and Guardians section below.

In addition to Google services, we also incorporate other online curriculum-driven platforms to support student learning. These may include educational resources, assessment tools, and digital learning applications selected by our school to align with our academic programs. Examples of such platforms include NWEA for assessments, Follett Destiny for library and resource management, and Clever for single sign-on access to various educational tools.

### **Personally Owned Devices**

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, 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.

### **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, he/she shall immediately report such information to the teacher or other district personnel.

### **Consequences for Violation**

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

### **Student Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

### **Parent or Legal Guardian Acknowledgment**

If the student is under 18 years of age, a parent/guardian must also read and agree to the agreement.

As the parent/guardian of the student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials.

I acknowledge that the district will create and maintain a Google Workspace for Education account for my child and that Google may collect, use, and disclose information about my child as described in the Google Workspace for Education Notice to Parents and Guardians section below.

I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

## Google Workspace for Education Notice to Parents and Guardians

This notice describes the personal information we provide to Google for these accounts and how Google collects, uses, and discloses personal information from students in connection with these accounts.

Using their Google Workspace for Education accounts, students may access and use the following “Core Services” offered by Google (described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)):

- Assignments
- Calendar
- Classroom
- Cloud Search
- Drive and Docs
- Gmail
- Google Chat
- Google Chrome Sync
- Google Meet
- Google Vault
- Groups for Business
- Keep
- Migrate
- Sites
- Tasks

In addition, we also allow students to access certain other Google services with their Google Workspace for Education accounts. Specifically, your child may have access to “Additional Services” such as YouTube, Google Maps, and Google Translate.

Further, we allow students to access additional third-party services with their Google Workspace for Education accounts. Our school administrator enables access to these third-party services with your student’s Google Workspace for Education account, and authorizes the disclosure of data, as requested by the third party services.

Google provides information about the information it collects, as well as how it uses and discloses the information it collects from Google Workspace for Education accounts in its Google Workspace for Education Privacy Notice. You can read that notice online at

[https://workspace.google.com/terms/education\\_privacy.html](https://workspace.google.com/terms/education_privacy.html) You should review this information in its entirety, but below are answers to some common questions:

### **What personal information does Google collect?**

When creating a student account, Gateway USD may provide Google with certain personal information about the student, including, for example, a name, email address, and password. Google may also collect personal

information directly from students, such as telephone number for account recovery or a profile photo added to the Google Workspace for Education account.

When a student uses Google core services, Google also collects information based on the use of those services. This includes:

- account information, which includes things like name and email address.
- activity while using the core services, which includes things like viewing and interacting with content, people with whom your student communicates or shares content, and other details about their usage of the services.
- settings, apps, browsers & devices. Google collects information about your student's settings and the apps, browsers, and devices they use to access Google services. This information includes browser and device type, settings configuration, unique identifiers, operating system, mobile network information, and application version number. Google also collects information about the interaction of your student's apps, browsers, and devices with Google services, including IP address, crash reports, system activity, and the date and time of a request.
- location information. Google collects information about your student's location as determined by various technologies such as IP address and GPS.
- direct communications. Google keeps records of communications when your student provides feedback, asks questions, or seeks technical support

The Additional Services we allow students to access with their Google Workspace for Education accounts may also collect the following information, as described in the Google Privacy Policy (at <https://policies.google.com/privacy>):

- activity while using additional services, which includes things like terms your student searches for, videos they watch, content and ads they view and interact with, voice and audio information when they use audio features, purchase activity, and activity on third-party sites and apps that use Google services.
- apps, browsers, and devices. Google collects the information about your student's apps, browser, and devices described above in the core services section.
- location information. Google collects info about your student's location as determined by various technologies including: GPS, IP address, sensor data from their device, and information about things near their device, such as Wi-Fi access points, cell towers, and Bluetooth-enabled devices. The types of location data we collect depend in part on your student's device and account settings.

### **How does Google use this information?**

In Google Workspace for Education Core Services, Google uses student personal information primarily to provide the core services that schools and students use, but it's also used to maintain and improve the services; make recommendations to optimize the use of the services; provide and improve other services your student requests; provide support; protect Google's users, customers, the public, and Google; and comply with legal obligations. See the Google Cloud Privacy Notice (at <https://cloud.google.com/terms/data-processing-addendum>) for more information.

In Google Additional Services, Google may use the information collected from all Additional Services to deliver, maintain, and improve our services; develop new services; provide personalized services; measure performance; communicate with schools or users; and protect Google, Google's users, and the public. See the Google Privacy Policy (at <https://policies.google.com/privacy>) for more details.

**Does Google use student personal information for users in K-12 schools to target advertising?**

No. There are no ads shown in Google Workspace for Education core services. Also, none of the personal information collected in the core services is used for advertising purposes.

Some additional services show ads; however, for users in primary and secondary (K12) schools, the ads will not be personalized ads, which means Google does not use information from your student's account or past activity to target ads. However, Google may show ads based on general factors like the student's search queries, the time of day, or the content of a page they're reading.

**Can my child share information with others using the Google Workspace for Education account?**

We may allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. For example, if your student shares a photo with a friend who then makes a copy of it, or shares it again, then that photo may continue to appear in the friend's Google Account, even if your student removes it from their Google Account. When users share information publicly, it may become accessible through search engines, including Google Search.

**Will Google disclose my child's personal information?**

Google will not share personal information with companies, organizations and individuals outside of Google except in the following cases:

With our school: Our school administrator (and resellers who manage your or your organization's Workspace account) will have access to your student's information. For example, they may be able to:

- View account information, activity and statistics;
- Change your student's account password;
- Suspend or terminate your student's account access;
- Access your student's account information in order to satisfy applicable law, regulation, legal process, or enforceable governmental request;
- Restrict your student's ability to delete or edit their information or privacy settings.

With your consent: Google will share personal information outside of Google with parental consent.

For external processing: Google will share personal information with Google's affiliates and other trusted third party providers to process it for us as Google instructs them and in compliance with our Google Privacy Policy (at <https://www.google.com/intl/en/policies/privacy>), the Google Cloud Privacy Notice at <https://cloud.google.com/terms/data-processing-addendum>), and any other appropriate confidentiality and security measures.

For legal reasons: Google will share personal information outside of Google if they have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary for legal reasons, including complying with enforceable governmental requests and protecting you and Google.

### **What choices do I have as a parent or guardian?**

First, you can consent to the collection and use of your child's information by Google. If you don't provide your consent, we will not create a Google Workspace for Education account for your child, and Google will not collect or use your child's information as described in this notice.

If you consent to your child's use of Google Workspace for Education, you can access or request deletion of your child's Google Workspace for Education account by contacting your school site administrator. If you wish to stop any further collection or use of your child's information, you can request that we use the service controls available to access personal information, limit your child's access to features or services, or delete personal information in the services or your child's account entirely. You and your child can also visit <https://myaccount.google.com> while signed in to the Google Workspace for Education account to view and manage the personal information and settings of the account.

### **What if I have more questions or would like to read further?**

If you have questions about our use of Google's Google Workspace for Education accounts or the choices available to you, please contact [insert contact information for the school administrator]. If you want to learn more about how Google collects, uses, and discloses personal information to provide services to us, please review the Google Workspace for Education Privacy Center (at <https://www.google.com/edu/trust>), the Google Workspace for Education Privacy Notice (at [https://workspace.google.com/terms/education\\_privacy.html](https://workspace.google.com/terms/education_privacy.html)), and the Google Privacy Policy (at <https://www.google.com/intl/en/policies/privacy>), and the Google Cloud Privacy Notice (at <https://cloud.google.com/terms/cloud-privacy-notice>).

The Core Google Workspace for Education services are provided to us under Google Workspace for Education Agreement (at [https://www.google.com/apps/intl/en/terms/education\\_terms.html](https://www.google.com/apps/intl/en/terms/education_terms.html)) and the Cloud Data Processing Addendum (at <https://cloud.google.com/terms/data-processing-addendum>).