

# CSBA Sample

## Exhibit

### Student Use Of Technology

E 6163.4

#### Instruction

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

~~\*\*\*Note: The following Exhibit presents a sample Acceptable Use Agreement outlining obligations and responsibilities of students using the district's technological resources. The district is encouraged to consult legal counsel in the development of such an agreement. Districts using an Acceptable Use Agreement should require students and their parents/guardians to sign the agreement as an acknowledgment that they have read and understood its contents; see the accompanying Board policy.\*\*\*~~

~~\*\*\*For a sample Acceptable Use Agreement for employees, see E 4040—Employee Use of Technology.\*\*\*~~

The \_\_\_\_\_ School District authorizes students to use technology owned or otherwise provided by the district as necessary 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 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.

~~Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement. Students are authorized to use district technology and equipment to access the Internet or online services in accordance with user obligations and responsibilities specified below and in accordance with Governing Board policy and this Acceptable Use Agreement (“Agreement”), unless the Student and his/her parent or guardian has chosen to opt out of this Agreement by signing and returning the attached Acceptable Use Agreement Opt-Out Form~~

#### 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, local and cloud based software applications, 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.

### 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. 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 without permission from a teacher or other district personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district or other users
8. 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.

### 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.

I understand that if I do not agree to the terms of this Agreement, I must submit the attached Acceptable Use Agreement Opt-Out Form. I further understand that if I choose to opt-out of this Agreement, I will not be permitted to use District technology, as defined above. Unless I return the attached Acceptable Use Agreement Opt-Out Form, I understand that by using District technology, I am agreeing to be bound by the terms of this Agreement.

### Parent or Legal Guardian Acknowledgment

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

As the parent/guardian of a District student, I have read, understand, and agree that my child must comply with the terms of this Acceptable Use Agreement in order to use District technology. 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 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.

I understand that if I do not agree to the terms of this Acceptable Use Agreement, I must submit the attached form to opt out of the Acceptable Use Agreement.

ACCEPTABLE USE AGREEMENT OPT-OUT FORM

**Student Acknowledgment**

By signing below, I am choosing -to opt-out of the District's Acceptable Use Agreement. I understand that by signing and returning this form, I will not be permitted to use District technology, as defined in the Acceptable Use Agreement.

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 agreement.

As the parent/guardian of the above-named student, I am choosing to opt-out of the District's Acceptable Use Agreement. By signing this, I acknowledge that my child ~~to~~ will not be permitted to use District technology, as defined in the Acceptable Use Agreement, -and/or to access the school's computer network and the Internet.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_