



STUDENT-TECHNOLOGY ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY

The Carmel Unified 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 their parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

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, 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. Except as otherwise provided herein, 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.

The district has considered one or more program(s) to gather and/or maintain information from the social media of district students. In accordance with Education Code section 49073.6, the district has notified students and parents/guardians about the program and offered an opportunity for public comment. Further, should the district implement a social media monitoring program under section 49073.6, the district will only gather and/or maintain social media information that is directly related to school safety or student safety.

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 social media information gathered by the district pursuant to a program under Education Code section 49073.6, however, shall be destroyed in accordance with that statute.

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, they 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, they 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-TECHNOLOGY ACCEPTABLE USE AGREEMENT

STUDENT ACKNOWLEDGEMENT

I have received, read, understand, and agree to abide by this Acceptable Use Policy and Computer Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. If I have any questions about this agreement, I will review it with my parents/guardians. 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 ACKNOWLEDGEMENT

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 above-named student, I have read, understand, and agree that my child shall comply with the terms of the Agreement. By approving this Agreement through Parent Data Confirmation, 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 their access account if and when such access is not in the school setting.

Parent/Guardian Signature: ***Not required. Parent approval is done through the Parent Data Confirmation process each year.***