

Exhibit 6163.4-E(1): Student Use Of Technology

Status: ADOPTED

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Student Technology Acceptable Use Agreement

The Elk Grove Unified School District (EGUSD) recognizes that technology, defined in Board Policy 6163.4 - Student Use of Technology, offers a wide variety of opportunities to further educational goals and objectives and therefore provides technology services and network access to its staff and students. Access to these vast resources and information is an educational opportunity requiring responsible use by each individual. As such, every EGUSD user should act in an ethical and legal manner consistent with district goals and objectives and should conform to educationally appropriate use.

Users of EGUSD technology and network services should remember that the level of confidentiality on district-owned computers may not be the same as that expected when using personally-owned equipment or internet services. Electronic communications, files and internet records may be examined for educational and administrative purposes and to verify that acceptable use guidelines are being followed.

EGUSD has taken reasonable steps to ensure that technology services and network use is primarily for activities that support district goals and objectives. While EGUSD has deployed internet content filtering technology in the interest of keeping harmful and inappropriate content from being accessed, internet content filtering is not perfect, and it may be possible for users of the internet to access information that is intended for adults. Likewise, computer security cannot be made perfect, and it is possible that a determined user can make use of computer resources for inappropriate purposes. EGUSD believes that the benefits of internet access in the form of information resources and opportunities for collaboration far exceed any disadvantages. Ultimately, parent(s) and guardian(s) of minors are responsible for setting and conveying the standards that their child or ward should follow.

The use of EGUSD technology, network services, and the internet 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. EGUSD reserves the right to suspend access at any time, without notice, for any reason, or revoke access at any time for inappropriate conduct. The use of the internet, network, and technology services is strictly limited to educational purposes. EGUSD expects all students to use technology responsibly in order to avoid potential problems and liability. EGUSD may place reasonable restrictions on the sites, material, and/or information that students may access through EGUSD technology services and networks.

Each student authorized to use EGUSD technology services and networks and the student's parent/guardian shall acknowledge this agreement, which indicates the student has read and understands the agreement and Board Policy 6163.4 - Student Use of Technology.

Definitions

District technology includes, but is not limited to, computer hardware or software, whether accessed on or off site through district-owned or personally-owned equipment or devices; including, but not limited to: tablets, laptops, desktop computers, computer servers, wired and wireless networks, the internet, email, electronic files, USB drives, telephones, mobile telephones, smartphones, wireless radios, smart devices, wearable technology, applications, AI systems, and future technological innovations.

Student Obligations and Responsibilities

Students shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification or send anonymous electronic communications. Furthermore, students shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

As a user of the EGUSD technology services, network and internet connections, I agree to:

- A. Use my computer and network access in an acceptable manner, follow all EGUSD rules and regulations regarding network use, including being polite, using appropriate language, and respecting the privacy of others.
- B. Use technology/network resources efficiently and for educational purposes only.
- C. Report any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of technology or network services to the appropriate teacher, administrator, or the EGUSD Office.

- D. Protect my account by not giving out my password, report any suspected misuse to the appropriate teacher or administrator, and be responsible for all use by this account. If issued an individual network account, I will be the sole user of it.
- E. Follow all applicable copyright laws with the understanding that inappropriately copying or misusing other people's work may be considered plagiarism. Likewise, any work that I create through the use of the EGUSD technology services/network is my own property, yet it is subject to all of the guidelines in this policy.
- F. Assist in keeping the EGUSD network free from malware or other malicious attacks by refraining from opening attachments from unknown sources, downloading and/or installing unauthorized software, and being alert to warnings.

I understand that **inappropriate technology/network/online conduct** includes, but is not limited to:

- A. Using EGUSD technology or network services for illegal activities, including unauthorized installation, use, storage, or distribution of copyrighted software or materials in violation of copyright laws.
- B. Installing or using unauthorized software or hardware not belonging to, or properly licensed by EGUSD (e.g., games, applications, operating systems, "shareware", computer components, and peripherals). Accessing, posting, submitting, publishing or displaying harmful or inappropriate matter that is threatening, libelous, defamatory, obscene, disruptive, sexually explicit, or that could be construed as harassment or disparagement of others ("cyberbullying") based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs. (Penal Code Section 313(a).)
- C. Bullying, harassing, intimidating, threatening other students, staff, or other individuals.
- D. Using EGUSD technology or network services for private business, commercial enterprise, or for political activities.
- E. Using another individual's name, user account, or password.
- F. Allowing another user access to my account, sharing electronic account passwords, leaving passwords available in obvious locations, or leaving "signed on" or "logged on" computers unattended.
- G. Disclosing, using, or disseminating the personally identifiable information or "contact information" (of another student, staff member, or other person) when using electronic communication. Personally identifiable information includes the person's name, address, telephone number, Social Security number, or other personally identifiable information.
- H. Disclosing personally identifiable information by any means to individuals contacted through the internet without the permission of staff members or sharing confidential information or personally identifiable information (of themselves, another student, staff member, or other person) with an AI system. Students are urged to discuss online privacy issues with their parents or guardian.
- I. Violating the direction of teachers or other staff members, age restrictions, or the intended use of the technology
- J. Reading or accessing other users' email, messages or files. (Collaborative efforts will have appropriate and identified locations and/or resources for sharing files and information.)
- K. Attempting to interfere with other users' ability to use technology resources, send or receive email, deleting, copying, modifying, or forging other users' email, messages, posts or files.
- L. Sending or exchanging messages that are inconsistent with school or district policies, or this Acceptable Use Agreement.
- M. Using encryption, encoding, or passwords to deliberately conceal or hide email or files.
- N. Distributing electronic media files in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system (e.g., downloading extremely large files; sending/distributing mass electronic messages or chain letters; downloading of video and audio files not directly related to district goals; excessive chat or instant message use for non-educational purposes; denial-of-service attacks).
- O. Intentionally uploading, downloading, or creating malware.
- P. Attempting to vandalize, harm, intentionally disrupt, tamper with, intercept, or destroy EGUSD technology, district operations, equipment, data, or materials including use and/or possession of "hacking" tools.

- Q. Attempting to bypass, circumvent, or disable: network security, virus protection, or internet content filtering; including, but not limited to the use of internet anonymizers, proxies, or virtual private networks (VPNs) to disguise user/computer origin or content.
- R. Adjusting the privacy settings on any technology tool or AI system unless directed to do so by a teacher or staff
- S. Manipulating the data of another user, school, or EGUSD resource.
- T. Accessing servers, computer systems, cloud storage, or network equipment if not authorized to do so.
- U. Using or connecting any personal (non-district) equipment to the EGUSD network, unless authorized to do so.
- V. Engaging in or promoting any practice that is unethical or violates any law, board policy or administrative regulation, or this Acceptable Use Agreement.

Privacy

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

The district reserves the right to monitor and record all use of EGUSD technology, including, but not limited to, access to the internet or social media, internet searches, browsing history, use of AI systems, 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) 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 EGUSD technology, the student shall abide by all applicable board policies, administrative regulations, and this agreement. Use of EGUSD technology on a personal device will be subject to the same monitoring and expectation of privacy as devices provided by EGUSD. The district assumes no responsibility for the loss, theft, or damage of any personally owned device brought to school or used on district property. Safekeeping of personal devices is the sole responsibility of the student and their parent/guardian.

Consequences for Violation of Agreement

Students who violate this *EGUSD Student Technology Acceptable Use Agreement*, board policy, state or federal laws may be subject to disciplinary action (up to and including suspension or expulsion), loss of access privileges (including revocation of access to EGUSD technology), and/or legal action (including reporting to law enforcement agencies as appropriate). The District Technology Services Department and site administration reserve the right to delete files or remove access to resources found to display or propagate inappropriate online conduct.

The Elk Grove Unified School District supports and respects each family's rights to decide to allow for or request the denial of network/internet access.

EGUSD makes no warranties of any kind, either express or implied, that the functions or services provided by or through EGUSD internet connection will be error-free or without defect. EGUSD will not be responsible for any damage users may suffer, including but not limited to, loss of data, interruptions of service, or exposure to inappropriate material or people. EGUSD will not be responsible for financial obligations arising through the unauthorized use of the system. Users or parents/guardians of users will indemnify and hold the EGUSD harmless from any losses sustained as the result of misuse of the system by the user.

Recovery of Damages

In instances of willful damage or failure to return district technology, the parent/guardian may be charged for repairs and/or replacement pursuant to Board Policies 3515.4 - Recovery For Property Loss Or Damage.

Parents/guardians and students may complete the below acknowledgments digitally on Synergy.

Student Acknowledgment

I have received, read, understand, and agree to abide by this *EGUSD agreement*, and other applicable laws, district policies, and regulations governing the use of EGUSD technology. I understand that there is no expectation of

privacy when using EGUSD technology. I further 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 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 *EGUSD agreement*. By signing this agreement, I give permission for my child to use EGUSD technology and/or to access the school's computer network and the internet. I understand that, despite the EGUSD'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, EGUSD, and district personnel and the Board against all claims, damages, and costs that may result from my child's use of EGUSD technology or the failure of any technology protection measures used by the EGUSD. 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.

Name: _____ Date: _____
(Please print)

Signature: _____