



ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY

The Eastside Union School District (EUSD) 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 EUSD Board of Education expects students to utilize these resources in a manner consistent with this agreement. The rules and guidelines in this agreement detail responsible use of electronic information resources under which students will be held accountable. The rules and guidelines outlined in this policy provide general guidance concerning the use of school computers and all other school-provided electronic devices and provide examples of prohibited uses. The rules do not attempt to describe every possible prohibited activity 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.

Definitions

District technology includes, but is not limited to, computers, Chromebooks, tablets, the district's computer network including but not limited to servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points, 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 and/or suggestive, threatening, or disruptive.
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
3. Disclose, use, or disseminate (PII) Personal Identifiable Information (such as name, address, telephone number, Social Security number, or other personal identifiable 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. Users may not use the school district's computers, electronic devices, programs, networks, or Internet services for any illegal activity or in violation of any Board policy/procedure or school rules. EUSD and its employees assume no responsibility for illegal activities of students while using school school-issued computers or other technology related resources.
6. Intentionally disrupt or harm district technology or other district operations (such as deliberately destroying district equipment, placing any malicious content on district computers and/or network, adding or removing computer programs, modifying or altering device settings, without permission from the Information Services department).
7. Install unauthorized software.
8. "Hack" into the system to manipulate data of the district or other users.
9. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.
10. Students may be issued a school email address to improve student communication and collaboration on school related assignments and projects. Email shall be used **only** for educational purposes that directly relates to school assignments and/or projects.
11. Students are responsible for the proper care of district technology devices **at all times**, whether on or off school property, and can include costs associated with repairing or replacing any deliberately damaged device/s.
12. Parents/Guardians are responsible for supervising their student's use of school issued technology when not in school. This includes supervising and assuring that their student is properly handling, caring and storing school issued technology devices.

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 his/her teacher or other district personnel. Students must also, immediately report any lost or stolen device to his/her teacher, or school site administrator. If a device is stolen, a report should also be made immediately with the local sheriff.

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.

Compensation for Losses, Costs and/or Damages

Users may be responsible for compensating EUSD for any damages to computer hardware, and any, losses, costs, or damages incurred for violations of Board policies/procedures and school rules, including the cost of investigating such violations. EUSD assumes no responsibility for any unauthorized charges or costs incurred by users while using school district computers, devices, or the districts network.

Student Acknowledgment

I 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.

By checking *acknowledge* in Aeries Parent portal, Parent/Guardian assumes full responsibility of ensuring their child understands and agrees to the terms and requirements of Eastside Union School District Acceptable Use Agreement.

Parent or Legal Guardian Acknowledgment

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 Acceptable Use Agreement. By Acknowledging this 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 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 the supervision of my child's use of his/her access account if and when such access is not in the school setting. I understand I may be responsible for compensating EUSD for any damages to computer hardware, and any, losses, costs, or damages incurred from lost or stolen devices including the cost of investigating such.

By checking *acknowledge* in Aeries Parent portal, Parent/Guardian acknowledges they fully understand, agree and accept responsibility to the terms set forth within Eastside Union School District Student Technology Acceptable Use Agreement.