

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

**Status:** DRAFT

**Original Adopted Date:** Pending

Azusa Unified School District Acceptable Use Agreement for Student Use of Technology Resources

Azusa Unified School District (AUSD) is pleased to offer students access to district computers, communications systems (email, web sites, smart phones, blogging, podcasting and/or other emerging technologies), the Internet and an array of technology resources to promote educational excellence and innovation. While using District and personal technology resources on or near school property, in school vehicles and buses, at school-sponsored activities, as well as using district technology resources via off-campus remote access, each student must act in an appropriate manner consistent with school, district, and legal guidelines. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

Access to AUSD technology resources is provided to students who agree to act in a considerate and responsible manner. Prior to being allowed access to the Internet at school or through technology resources provided through AUSD, students and their parents must sign the AUSD Acceptable Use Agreement Form acknowledging their responsibilities. Students must comply with AUSD standards and honor this agreement to be permitted the use of AUSD technology.

AUSD technology resources are provided to students to conduct research, access curriculum resources, enhance parent involvement, complete assignments, and communicate with others in furtherance of their education. Access is a privilege, not a right; as such, general rules of school behavior apply. Just as students are responsible for good behavior in a classroom or on school grounds, they must also be responsible when using school computer networks or personal technologies.

If a student violates any of these rules, his/her use shall be terminated and future access may be denied. Disciplinary action may also result. If possible criminal activity is discovered, the proper law enforcement authorities will be notified. Disciplinary action for students shall be in accordance with existing discipline policies and may include suspension or expulsion in accordance with the laws of the State of California Policy.

1. AUSD technology resources shall only be used to access educational information and to promote learning activities both at school and home, including the facilitation of communication between the home and school.
2. Students shall not load personal software or programs on District computers nor shall they download programs from the Internet without the approval of their instructor.
3. Virtual and physical vandalism shall not be tolerated. Any intentional act by a student that damages or interferes with performance of District technology hardware, software, operating systems, communication systems, will be considered vandalism and will be subject to school discipline and/or appropriate criminal or civil action.
4. Not all access to the Internet can be supervised. Students agree not to send, access, submit, publish, display or print over the Internet or AUSD network, or using AUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually-oriented, threatening, offensive or illegal material. Cyber bullying is specifically prohibited. It shall be the student's responsibility to report the inappropriate use, web site, or communication to the student's teacher or other staff member.
5. Although the District uses a software filter to block known inappropriate web sites and prohibit access to harmful materials accessed from a District network, the District does not filter or block.
6. The use of AUSD technology resources is not private; students should not expect that files stored on or transmitted via the District's resources will be confidential. All digital transmissions are subject to inspection and/or monitoring by District employees and other officials. Digital storage is AUSD property, and as such, network administrators will review files and communications to maintain system integrity and ensure that students are using technology responsibly.
7. AUSD denies any responsibility for the accuracy of information obtained from the Internet or online resources.

8. AUSD makes no warranties of any kind, expressed or implied, for the technology resources it provides to students.
9. Copyright ©, Trademark ® and/or Registered ™ laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, which are used in student projects or reports, must be properly cited. Copyrighted, Trademarked or Registered materials may not be placed on the Internet without the permission of the author.
10. Students shall not post or transmit their own or other's personal information such as home addresses, telephone numbers, last names, photos or other personal identifying information.
11. The use of District technology resources may involve the use of a password, network access code or other identifying or validating code. Such passwords and codes are to be protected as private information provided to the individual user for their sole purpose. Such passwords shall not be disclosed by the student to others.
12. Students shall not use District technology resources to conduct for-profit business activities or to engage in religious activities. Students shall not use District technology resources for advertising, promotion commercial purposes or similar objectives, including the purchase of any items or services.
13. Students may bring personal technology, including computers, smart phones, network access devices, or other electronic signaling devices to school provided that such technology is used for instructional purposes. Students shall abide by the instructions provided by teachers and other school staff in the use of such personal technologies. Access to the Internet or other District communication systems from personal technology is limited to wireless access points on the school campuses or other access devices away from school. Access to the Internet or other District communication systems from personal technology is not available via hardwire connections.

#### Consequences of Misuse and/or Violation of the Provisions of this Agreement

Misuse of personal or District and personal technology resources on or near school property, in school vehicles and buses, at school-sponsored activities, as well as using district technology resources via off-campus remote access, may result in disciplinary action up to and including expulsion from the schools of the District. This Agreement shall be used in conjunction with AUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter.

Students, parents and guardians should recognize that the nature of the use of District technology resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technology resources are being used in the in the inappropriate behavior.

#### Limitation of Liability

Azusa Unified School District shall not be responsible for any damages suffered by the student, including those arising from non-deliveries, misdeliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. Use of any information obtained via the Internet or communications technologies is at the student's own risk.

Azusa Unified School District specifically denies any responsibility for the accuracy or quality of information obtained through the Internet. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The student and his/her parent/guardian shall indemnify and hold Azusa Unified School District harmless from any losses sustained as the result of use or misuse of the district's technology resources by the student, and/or the loss or damage of personal technology.

#### Agreement

I/We hereby agree to comply with the Azusa Unified School District Acceptable Use Agreement, as described above. As a parent or guardian, I hereby consent to my child's or ward's use of AUSD technology resources. I/we also agree to hold AUSD harmless for any damages suffered by my child/ward, including those arising from non-deliveries, misdeliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people arising from or connected to the use of AUSD technology resources.

User

User Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_

User Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Gaurdian Signature \_\_\_\_\_ Date \_\_\_\_\_

(if user is under 18)

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

**The Azusa Unified School District authorizes students to use technology, 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 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.**

**Each student who is authorized to use district technology and the student's parent/guardian shall sign this Agreement, which indicates that the student has read and understands the Agreement and Board Policy 6163.4 - Student Use of Technology.**

### **Student Obligations and Responsibilities**

**Students are expected to use district technology safely, responsibly, and for educational purposes only, and in accordance with the accompanying board policy and applicable copyright laws. 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 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.**

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

- 1. Access, post, display, create, 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, email, 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. Share confidential information or personally identifiable information with an open artificial intelligence (AI) system of themselves, another student, staff member, or other person**
- 5. Adjust the privacy settings on any technology tool or AI app unless directed to do so by a teacher or staff member**
- 6. Violate the direction of teachers or other staff members, age restrictions, or the intended use of the technology**

7. Infringe on copyright, license, trademark, patent, or other intellectual property rights
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 without permission from a teacher or other district personnel, changing settings on shared computers)
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, Internet searches, browsing history, use of AI, 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, the student shall abide by all applicable board policies, administrative regulations, and this 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 (including, but not limited to, a cyberattack, phishing, or any compromise of the confidentiality of any login or account information), or misuse of district technology, the student 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 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.

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 Agreement. By signing 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, district personnel and the Board 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 my child's access account if and when such access is not in the school setting.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

(Please print)

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

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

Civ. Code 3120-3123  
 Ed. Code 49073.6  
 Ed. Code 51006  
 Ed. Code 51007  
 Ed. Code 60044  
 Pen. Code 313  
 Pen. Code 502  
 Pen. Code 632  
 Pen. Code 653.2

**Description**

Digital equity bill of rights  
[Student records; social media](#)  
[Computer education and resources](#)  
[Programs to strengthen technological skills](#)  
[Prohibited instructional materials](#)  
[Harmful matter](#)  
[Computer crimes; remedies](#)  
[Eavesdropping on or recording confidential communications](#)  
[Electronic communication devices; threats to safety](#)

**Federal References**

15 USC 6501-6506  
 16 CFR 312.1-312.12  
 20 USC 7101-7122  
 20 USC 7131  
 47 CFR 54.520  
 47 USC 254

**Description**

Children's Online Privacy Protection Act  
 Children's Online Privacy Protection Act  
 Student Support and Academic Enrichment Grants  
 Internet Safety  
 Internet safety policy and technology protection measures; E-rate discounts  
 Universal service discounts (E-rate)

**Management Resources References**

California Department of Education Publication  
 Court Decision  
 CSBA Publication  
 Federal Trade Commission Publication  
 U.S. Department of Education Publication  
 USDOE Office of Educational Technology Publication  
 Website  
 Website  
 Website  
 Website

**Description**

[Artificial Intelligence: Learning With AI Learning About AI](#)  
 New Jersey v. T.L.O. (1985) 469 U.S. 325  
 Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007  
 How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000  
[2024 National Education Technology Plan](#)  
[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)  
[California Governor's Office of Emergency Services](#)  
[CSBA District and County Office of Education Legal Services](#)  
[California Coalition for Children's Internet Safety](#)  
[Center for Safe and Responsible Internet Use](#)

**Management Resources References**

Website	<a href="#">Federal Trade Commission, Children's Online Privacy Protection</a>
Website	<a href="#">American Library Association</a>
Website	<a href="#">Federal Communications Commission</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education</a>
Website	<a href="#">CSBA</a>

**Cross References**

	<b>Description</b>
0440	<a href="#">District Technology Plan</a>
0440	<a href="#">District Technology Plan</a>
1113	<a href="#">District And School Websites</a>
1113	<a href="#">District And School Websites</a>
1113-E(1)	<a href="#">District And School Websites</a>
1114	<a href="#">District-Sponsored Social Media</a>
1114	<a href="#">District-Sponsored Social Media</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3512	<a href="#">Equipment</a>
3512-E PDF(1)	<a href="#">Equipment</a>
4040	<a href="#">Employee Use Of Technology</a>
4040-E PDF(1)	<a href="#">Employee Use Of Technology</a>
4131	<a href="#">Staff Development</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5125.2	<a href="#">Withholding Grades, Diploma Or Transcripts</a>
5131	<a href="#">Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.2	<a href="#">Bullying</a>
5131.8	<a href="#">Mobile Communication Devices</a>
5131.9	<a href="#">Academic Honesty</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.2	<a href="#">Suspension And Expulsion/Due Process (Students With Disabilities)</a>
5145.12	<a href="#">Search And Seizure</a>
5145.12	<a href="#">Search And Seizure</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.7	<a href="#">Sex Discrimination and Sex-Based Harassment</a>

**Cross References**

5145.7  
5145.9  
5148.2  
5148.2  
6142.8  
6142.8  
6154  
6162.5  
6162.6  
6162.6  
6162.8  
6162.8  
6163.1

**Description**

[Sex Discrimination and Sex-Based Harassment](#)  
[Hate-Motivated Behavior](#)  
[Before/After School Programs](#)  
[Before/After School Programs](#)  
[Comprehensive Health Education](#)  
[Comprehensive Health Education](#)  
[Homework/Makeup Work](#)  
[Student Assessment](#)  
[Use Of Copyrighted Materials](#)  
[Use Of Copyrighted Materials](#)  
[Research](#)  
[Research](#)  
[Library Media Centers](#)