



OAKLEY UNION ELEMENTARY SCHOOL DISTRICT

"A diverse learning community committed to educating and empowering today's learners and tomorrow's leaders in a safe and inclusive environment."

Student Technology Acceptable Use Agreement

The Oakley Union Elementary 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 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.

Definitions

District technology includes, but is not limited to, the district's networking infrastructure (computer network), including servers, wireless computer networking technology (WIFI), the Internet, online services & collaboration tools, desktop computers, chromebooks, iPads/tablets or other mobile devices, USB/external drives, smartphones, smart devices or other cellular devices, personal digital assistants, 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, or changing settings on shared computers).
6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the district or other users.
8. Intentionally damage, tamper, abuse, misuse, or neglect computer devices.
9. 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.

Internet Access

The Internet represents a powerful resource, which will allow our students to find information in our worldwide electronic network. Students will be able to connect to and correspond with businesses, major universities, and national libraries, among other sites. This resource raises issues involving access to inappropriate sites and the inappropriate use of equipment. Oakley Union Elementary School District declares unethical and unacceptable behavior as just cause for taking disciplinary action, revoking networking privileges, and/or initiating legal action for any activity through which an individual:

- Uses the Internet for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Inappropriate use shall be defined as a violation of the intended use of the internet, and/or purpose and goal. Obscene activities shall be defined as a violation of generally accepted social standards for use of a publicly owned and operated communication vehicle; 005306.77777 Page 23 10982736.2
- Uses the Internet for any illegal activity, including violation of copyrights or other contracts violating such matters as institutional or third-party copyright, license agreements and other contracts;
- Intentionally disrupts network traffic or crashes the network and connected systems;
- Degrades, disrupts, or tampers with equipment or system performance;

- Uses the Internet or equipment for commercial or financial gain, or fraud;
- Steals or tampers with data, equipment, or intellectual property;
- Gains or seeks to gain unauthorized access to resources or entities;
- Forges electronic messages, or uses an account owned by another user;
- Invades the privacy of individuals;
- Posts anonymous messages;
- Creates, distributes, or activates a computer virus, worm, malware, ransomware or other cyber threat;
- Uses the Internet to send or receive racist, inflammatory, or sexist messages;
- Sends or receives messages or documents that are inconsistent with school or district policies, guidelines, or codes of conduct;
- Possesses any data that might be considered a violation of these rules in paper, magnetic or optical disk, flash drive, portable drive, or any other form.

CONSEQUENCES OF VIOLATIONS

Possible consequences of Technology violations include but are not limited to:

- Revocation of Network and/or Internet access
- Suspension or Revocation of computer access
- Suspension/expulsion from school
- Legal action and prosecution by the authorities

Google Workspace for Education

OUESD uses Google Workspace for Education. Google Workspace for Education is a set of education productivity tools provided by Google including, but not limited to Docs, Sheets, Slides, Classroom, and more. Our students use their Google Workspace for Education accounts to sign-in to their Chromebooks, complete assignments, communicate with their teachers, and learn 21st Century digital citizenship skills.

Parental consent to create a student account and use Google services for students under the age of 13 is required. Some services, such as YouTube, require parental consent for students under the age of 18. To make an informed decision, OUESD would like to share the following information with regards to the services/apps used and the Student data privacy policies that Google must adhere to:

- OUESD provides access to the following Google “Core” & “Additional” services plus approved 3rd Party apps in the Google Workspace for Education to students:

- Calendar & Tasks
 - Classroom
 - Cloud Search
 - Drive and Docs (includes Docs, Sheets, and Slides)
 - Google Maps
 - Google Translate (Additional service)
 - YouTube (Additional Service - Restricted Mode & Web Filtering)
 - Gopher Buddy (3rd Party app – Tech uses to manage Chromebooks)
 - SketchUp for Schools (3rd Party app)
 - Future Google apps & services that OUESD deems applicable to student learning.
- What personal information does Google collect?
 - For complete details, please refer to the [Google Privacy Policy](#)
 - When creating a student account, OUESD may provide Google with certain personal information about the student, including, for example, a name, email address, and password. Google may also collect personal information directly from students, such as telephone number for account recovery or a profile photo added to the Google Workspace for Education account.
 - When a student uses Google core services, Google also collects information based on the use of those services. This includes:
 - account information, which includes things like name and email address.
 - activity while using the core services, which includes things like viewing and interacting with content, people with whom your student communicates or shares content, and other details about their usage of the services.
 - settings, apps, browsers & devices. Google collects information about your student's settings and the apps, browsers, and devices they use to access Google services. This information includes browser and device type, settings, configuration, unique identifiers, operating system, mobile network information, and application version number. Google also collects information about the interaction of your student's apps,

browsers, and devices with Google services, including IP address, crash reports, system activity, and the date and time of a request.

- How does Google use this information:
 - In Google Workspace for Education Core Services, Google uses student personal information primarily to provide the core services that schools and students use, but it's also used to maintain and improve the services; make recommendations to optimize the use of the services; provide and improve other services your student requests; provide support; protect Google's users, customers, the public, and Google; and comply with legal obligations. See the [Google Cloud Privacy Notice](#) for more information.
 - In Google Additional Services, Google may use the information collected from all Additional Services to deliver, maintain, and improve our services; develop new services; provide personalized services; measure performance; communicate with schools or users; and protect Google, Google's users, and the public. See the [Google Privacy Policy](#) for more details.
- **Will Google disclose my student's personal information?**
 - Google will not share personal information with companies, organizations, and individuals outside of Google except in the following cases:
 - With our school: Our school administrator will have access to your student's information. For example, they may be able to:
 - View account information, activity and statistics;
 - Change your student's account password;
 - Suspend or terminate your student's account access;
 - Access your student's account information in order to satisfy applicable law, regulation, legal process, or enforceable governmental request;
 - Restrict your student's ability to delete or edit their information or privacy settings.
 - With your consent: Google will share personal information outside of Google with parental consent.

- For external processing: Google will share personal information with Google’s affiliates and other trusted third party providers to process it for us as Google instructs them and in compliance with the [Google Privacy Policy](#), the [Google Cloud Privacy Notice](#), and any other appropriate confidentiality and security measures.
 - For legal reasons: Google will share personal information outside of Google if they have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary for legal reasons, including complying with enforceable governmental requests and protecting you and Google.
- **What choice do I have as a Parent or Guardian?**
 - You may consent to the use of Google Workspace for Education as outlined above. You may revoke this decision at any time. Should you revoke your decision, the student’s account will be removed, and the “impact of non-consent” will apply.
 - If you choose to not provide consent, we will not create a Google Workspace for Education account for your student.
 - Impact of non-consent:
 - Not providing consent to use Google services will greatly impact your student’s educational experience. For example, students who cannot use Google services may not be able to complete assignments, collaborate with peers, or access other Core Curriculum applications that require a Google Single-sign on through Classlink.

Parent or Legal Guardian Acknowledgment

As the parent/guardian of the below named student, I have received, read, understand, and agree that my student shall comply with the terms of the Student Technology Acceptable Use Agreement. I further agree to share the expectations of this Student Technology Acceptable Use Agreement with my student. I understand that any violation may result in my student’s loss of user privileges, disciplinary action, and/or appropriate legal action.

By signing this Agreement, I give permission for my student to use district technology and/or to access the school's computer network, to access the Internet, and to use Google for Workspace Education. 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 student'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 student's use of his/her access account if, and when, such access is not in the school setting.

- ☐ I give permission for my student to use district technology
- ☐ I give permission for my student to have access to the Internet
- ☐ I give permission for my student to use Google Workspace for Education
- ☐ I decline access to the following (please list): _____

Student Name: _____

Student Grade: _____

School: _____

Parent or Legal Guardian Name: _____

Signature: _____ Date: _____