

ONE-TIME SIGNATURE ON THIS FORM WILL SUFFICE FOR THE DURATION OF  
THE STUDENT'S TIME AT FCUSD SCHOOLS,  
UNLESS NEW FORM LANGUAGE IS REQUIRED IN THE FUTURE

**Folsom Cordova Unified School District  
STUDENT TECHNOLOGY USE AGREEMENT**

Student's Name (Print) \_\_\_\_\_ Grade Level \_\_\_\_\_

Current School \_\_\_\_\_ Today's Date \_\_\_\_\_

The **FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT** agrees to allow the student identified above ("Student") to use the district's technology resources to access the Internet and intranet (referred to collectively as "the Internet") under the following terms and conditions:

1. **Conditional Privilege.** The Student's use of the district's resources, including access to the Internet ("District Technology Resources") is a privilege conditioned on the Student's agreeing to the district policies and terms of this agreement and on the Student's abiding by the same. Specifically, no student may use the District's access to the Internet (District Internet Access) unless the Student and his/her parent or guardian have read and signed this agreement. Parents may elect to refuse permission for the student to use Internet access at school (see end of this form).

2. **Acceptable Use.** The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet through the District Internet Access, the Student agrees to obey all federal and state laws and regulations, and district policies. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral. District policies may be updated from time to time, and updates will be available for review through the school or the district's web site. The District recognizes that mobile devices are a valuable tool in education.

3. **BYOD (Bring your Own Device).** Students' may access the District Bring your Own Device (BYOD) Wireless Network with their personal mobile and computing devices for educational use. All students on the BYOD wireless network are expected to conduct their use of the network and Internet, in accordance with this agreement. In addition, all students are subject to individual school site rules and regulations regarding the use of personal cell phones and electronic devices.

4. **Penalties for Improper Use.** If the Student violates this agreement and misuses the District's Internet Access, the Student may be subject to disciplinary action, revocation of the Student's user account and access to the Internet, as well as legal or criminal action where appropriate.

5. **"Misuse of the District's access to the Internet"** includes, but is not limited to, the following:

- (a) use of the district's access to the Internet for other than approved educational purposes;
- (b) gaining intentional access or maintaining access to materials which are obscene, pornographic, or whose dominant appeal is sexual arousal;
- (c) using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- (d) accessing social media unless authorized by the instructor for a class activity directly supervised by a staff member;
- (e) (cyberbullying/bullying)using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- (f) using encryption software without district authorization;
- (g) wasteful use of limited resources provided by the school including paper;
- (i) causing congestion or disruption of the network through lengthy downloads of unapproved large files or other activities, including the intentional introduction of viruses to the system;
- (j) obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- (k) gaining unauthorized access to resources, files or data of any type, including access to student records, grades, or files, or other users' files;
- (l) identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- (m) using the network for personal, financial or commercial gain without district permission;
- (n) theft or vandalism of data, equipment, or intellectual property;
- (o) invading the privacy of individuals;
- (p) creating a web page or associating a web page with the school or school district without

- (q) proper authorization;
- (r) providing District Internet Access to unauthorized individuals;
- (s) failing to obey school or classroom Internet use rules; or
- (t) taking part in any activity related to Internet use which creates a clear and present danger or the substantial disruption of the orderly operation of the district or any of its schools;
- (u) circumventing or disabling security measures;
- (v) use personal mobile technology to access resources or information without teacher direction or approval.

**6. No Expectation of Privacy.** The district reserves the right to monitor the Student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of the district technology, including but not limited to, computer files, email, text messages, instant messaging, and other electronic communication, is not private and may be accessed for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific objective facts, that the search will uncover evidence in a violation of the law, district policy, or school rules.

The Student and parent signing below agree that if the Student uses District Technology Resources, the Student waives any right to privacy the Student may have for such use. The Student and parent agree that the district may monitor the Student's use of District Technology Resources and Internet Access and may also examine all system activities the Student participates in. The District may share such transmissions with the Student's parents.

**7. No Guarantees.** The district will make good faith efforts to protect children from improper or harmful matter that may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the district can make no guarantees about preventing improper access to such materials on the part of the Student.

**8. District Held Harmless and Promise Not to Sue.** In order to protect itself from future lawsuits where a student or parent alleges that the student suffered some kind of injury because the student used the District's Internet Access or other technology resources, the district requires that the student and parent promise to forego such claims against either the District or its employees in return for being allowed to use the resources. Therefore, the Student and parent agree to hold the district and its employees harmless from any claim or liability arising out of or resulting from the Student's use of the District's Internet Access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the student and parent agree that they will not sue the school district or any district employee over any claim that comes about as a result of the Student's using the District's Internet and intranet access. By signing this agreement the parent and student waive any such claims that may occur in the future, whether they are now aware of how the student could be injured by using the Internet, or the extent of such alleged injury. In doing so the student and parent waive any protection they have under Civil Code section 1542 with regard to claims arising from the student's use of District Internet Access. That law reads as follows:

*A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.*

**9. Signatures.** We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

\_\_\_\_\_  
Student's Signature (10 yrs. or older only)

\_\_\_\_\_  
Parent/Legal Guardian's Signature  
(For students under 18 years old)

Dated: \_\_\_\_\_

**IF PARENT ELECTS TO REFUSE INTERNET ACCESS PRIVILEGES FOR STUDENT:**

I do **NOT** want my child to be allowed access to the Internet at school. My student agrees to abide by all other technology use policies, but does not have my permission to use Internet access.

**PARENT INITIALS HERE MEAN NO INTERNET ACCESS ALLOWED AT SCHOOL: \_\_\_\_\_**