

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

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

The Pacifica School District ("District") authorizes students to use district technology, as defined in Board Policy 6163.4 – *Student Use of Technology*. Use of district technology is a privilege permitted at the district's discretion, and is subject to the conditions and restrictions set forth in board policy, administrative regulation, and this Agreement. The District reserves the right to suspend or revoke access at any time, without prior notice, for any reason.

The District expects all students to use technology responsibly, ethically, and for educational purposes only. Reasonable restrictions may be placed on the sites, materials, and information that students may access.

The District does not guarantee that functions or services provided through district technology will be without defect. The District is not responsible for unauthorized charges, misuse, or financial obligations arising from unauthorized use, or misuse, of district technology.

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 shall use district technology safely, responsibly, and for educational purposes only, and in compliance with all applicable board policies, administrative regulations, and copyright laws. The student in whose name an account is issued is responsible for its proper use at all times.

Students shall not:

- 1. Share usernames, passwords, or account information with others, or use another person's
- 2. Attempt to access or modify another person's files, accounts, or the district's systems without authorization.
- 3. Engage in vandalism, including damaging district devices, altering system settings, spreading viruses, or deleting files.
- 4. Install unapproved software or applications on district devices.
- 5. "Hack," manipulate, or attempt to bypass system security.
- 6. Access, post, display, create, or distribute material that is discriminatory, obscene, sexually explicit, violent, harassing, defamatory, or otherwise inappropriate.
- 7. Engage in cyberbullying, harassment, intimidation, or threats toward other students, staff, or individuals.
- 8. Send or post hateful, discriminatory, or derogatory remarks in digital communications.

- 9. Record, take pictures, or share images of others without their knowledge and permission.
- 10. Disclose personal identification information (such as name, address, phone number, or Social Security number) of themselves or others without authorization.
- 11. Share confidential or personally identifiable information with open artificial intelligence (AI) systems.
- 12. Adjust the privacy settings on any technology tool or AI app unless directed to do so by a teacher or staff member
- 13. Violate teacher or staff directives, age restrictions, or intended educational purposes of district technology.
- 14. Use district technology or personal devices for commercial, political, or illegal activities.
- 15. Infringe upon copyright, license, trademark, patent, or other intellectual property rights.
- 16. 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)
- 17. Install unauthorized software.
- 18. Submit work that is not their own, including AI-generated work, unless specifically authorized.
- 19. Fail to cite AI-assisted work appropriately when permitted for academic use.
- 20. Waste district resources such as bandwidth, printing, or storage by using them for non-educational purposes.

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.

Students shall also protect their own privacy and safety by not posting personal details, not agreeing to meet online contacts without parent approval, and immediately reporting inappropriate or uncomfortable online interactions to a teacher or trusted adult.

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.

Device Care and Maintenance

Students shall handle all district devices responsibly:

- Keep devices clean, charged, and ready for school use.
- Avoid spills, drops, or other physical damage.
- Report damage or malfunctions promptly to staff or IT personnel.
- Not alter device settings or install unapproved software.
- Understand that they may be held financially responsible for repairing or replacing damaged devices.

Responsible Social Media and AI Use

- Students shall use social media in ways that reflect positively on themselves and the school community.
- Posting or sharing harmful, inappropriate, or discriminatory content is prohibited.
- Students shall follow the District's AI Guidelines, using AI tools ethically and only when permitted.
- AI-generated work must be credited appropriately and may not be submitted as original work unless authorized.

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. Students may also be held financially liable for damages caused to district technology or for unreturned

equipment. In addition, violations of the law, board policy, or this Agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

Name (print): _____

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.

Grade:
School:
Signature:
Date:
Parent/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 and understand this Agreement. I give permission for my child to use district technology in accordance with the terms stated. I understand the District cannot restrict all controversial materials despite its best efforts. I agree to release from liability, indemnify, and hold harmless the District, its personnel, and Board from any claims, damages, or costs arising from my child's use of district technology.
Name (print):
Signature:
Date: