

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

Status: ADOPTED

Original Adopted Date: 05/07/2025 | **Last Reviewed Date:** 05/07/2025

ACCEPTABLE USE AGREEMENT AND RELEASE OF TRI-VALLEY REGIONAL OCCUPATIONAL PROGRAM FROM LIABILITY (STUDENTS)

The Tri-Valley Regional Occupational Program authorizes students to use technology, as defined in Board Policy 6163.4 - Student Use of Technology. The use of Tri-Valley ROP technology is a privilege permitted at the Tri-Valley ROP's discretion and is subject to the conditions and restrictions set forth in applicable board policies, administrative regulations, and this Agreement. Tri-Valley ROP reserves the right to suspend access at any time, without notice, for any reason.

Tri-Valley ROP expects all students to use technology responsibly in order to avoid potential problems and liability. Tri-Valley ROP may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Tri-Valley ROP makes no guarantee that the functions or services provided by or through Tri-Valley ROP will be without defect. In addition, the Tri-Valley ROP is not responsible for financial obligations arising from unauthorized use, or misuse, of the system.

Each student who is authorized to use Tri-Valley ROP 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 Tri-Valley ROP 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 Tri-Valley ROP 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 Tri-Valley ROP's system for which they do not have authorization.

Students are prohibited from using Tri-Valley ROP technology for improper purposes, including, but not limited to, use of Tri-Valley ROP 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 Tri-Valley ROP's technology or other Tri-Valley ROP operations (such as destroying Tri-Valley ROP equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other Tri-Valley ROP personnel, changing settings on shared computers)
9. Install unauthorized software
10. "Hack" into the system to manipulate data of the Tri-Valley ROP or other users
11. Engage in or promote any practice that is unethical or violates any law or board policy, administrative regulation, or Tri-Valley ROP practice

Privacy

Since the use of Tri-Valley technology is intended for educational purposes, students shall not have any expectation of privacy in any use of Tri-Valley ROP technology.

Tri-Valley ROP reserves the right to monitor and record all use of Tri-Valley ROP 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 Tri-Valley ROP 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 Tri-Valley ROP technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any Tri-Valley ROP technology are the sole property of Tri-Valley ROP. The creation or use of a password by a student on Tri-Valley ROP technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access Tri-Valley ROP 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 Tri-Valley ROP technology, the student shall immediately report such information to the teacher or other Tri-Valley ROP personnel.

Consequences for Violation

Violations of the law, board policy, or this Agreement may result in revocation of a student's access to Tri-Valley ROP 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 Tri-Valley ROP policies and regulations governing the use of Tri-Valley ROP technology. I understand that there is no expectation of privacy when using Tri-Valley ROP 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 Tri-Valley ROP technology and/or to access the school's computer network and the Internet. I understand that, despite Tri-Valley ROP'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, , Tri-Valley ROP personnel and the Board against all claims, damages, and costs that may result from my child's use of Tri-Valley ROP technology or the failure of any technology protection measures used by Tri-Valley ROP. 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: _____
