

Mountain House Elementary School District

Student Use of Technology Agreement & Release of Liability / Financial Agreement Form

The Mountain House 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 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.

Each student who is authorized to use district technology and his/her parent/guardian shall sign this Student Use of Technology Agreement & Release of Liability / Financial Agreement Form as an indication that they have read and understand the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), hotspots, the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, 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 teacher or other district personnel, changing settings on shared computers).
6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the district or other users.
8. 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 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.

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.

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.

Financial Agreement

School-owned devices are being issued to the Student for academic purposes. The device charging equipment, and case are the property of Mountain House Elementary School District (MHESD) and are being loaned to the Student for educational purposes only for the academic year. Students may not deface or destroy this property in any way.

All physical or technical repairs or support of school-owned devices should ONLY be completed by the MHESD Technology Department. **Financial liability related to breakage, damage, loss, or theft of school-owned devices are the responsibility of the Student or his/her family.** Any such damage or loss should be reported immediately to the MHESD who will provide further information regarding the specific financial liability. Such liability could include the repair or total replacement cost of the device.

To help prevent damage to devices, Students should follow the following basic guidelines:

- If using a Chromebook, do not leave anything (such as a pen or pencil) on the device that would prevent proper closing of the lid.
- Keep devices in their cases (if one is provided) at all times.
- Do not walk while using devices. Carry devices with 2 hands when handling.
- Do not leave devices in a vehicle during extreme weather conditions (extreme heat or cold.)
- Keep devices in a secured location when not in use.
- Students must keep their hands clean (wash your hands after eating).
- NO food/drinks should be near Chromebook/headphone/hotspot device at any time.
- Keep devices away of pets or children not enrolled in MHESD.
- Technology devices should remain on a desk or table at all times.
- Students must NOT change the "settings" on any devices, unless specifically asked to by their teacher.
- Students must ONLY use apps or websites in which the teacher has instructed them to use. Students are NOT to check personal email or browse the internet freely for personal entertainment purposes
- All technology should be properly turned off, put away safely, and plugged in to charge, at the end each day.

Student may **not** remove or alter the MHESD inventory sticker attached to the device.

Student may **not** install or utilize any software in connection with Student's use of the device other than software owned by MHESD and made available to Student in accordance with this agreement and Student agrees not to make any unauthorized use of or modifications of such software. Inappropriate material on the device may result in the Student losing their right to use the device. Student is not use the camera unless they have permission from their teacher.

MHESD may bar access to certain material not deemed for educational purposes; however, it is impossible for MHESD to restrict access to all controversial and inappropriate materials. Therefore, MHESD and its employees will be held harmless from any cause of action related to the Student obtaining access to materials of software which may be deemed inappropriate.

MHESD is not responsible for any computer or electronic viruses that may be transferred to or from the device or other data storage medium and Student agrees to use Student's best efforts to assure the device is not damaged or rendered inoperable by any such electronic virus while in Student's possession.

The equipment will be returned to the school on a date to be requested or sooner if the Student leaves the school prior to the end of the academic year. A late fee of \$25 may be charged if the device is not returned to the MHESD on the required check-in date.

Replacement Cost for 2023/24 School Year

*Chromebook 3100 Series \$300

*Headphones \$30.00

Repair cost to be determined post The ACOE Technology Department's diagnostic analysis.

* Prices subject to change based on the cost of the device at the time of replacement.

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PLEASE RETURN THIS PAGE TO THE DISTRICT OFFICE.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Student Use of Technology Agreement & Release of Liability / Financial Agreement Form 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. Student and Student's parent/guardian acknowledge and agree to the terms of use as spelled out in the Mountain House Elementary School District Student Use of Technology Agreement and Release of Liability / Financial Agreement Form. Additionally, they agree that Student's use of the device is a privilege, and that by Student's agreement to the terms hereof, Student acknowledges Student's responsibility to protect and safeguard the device and to return the same in good condition.

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____

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 Mountain House Elementary School District Student Use of Technology Agreement and Release of Liability / Financial Agreement Form. 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, and district personnel 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 his/her access account if and when such access is not in the school setting.

Parent Name: _____ Parent Signature: _____
(Please print)

Date: _____