

NEWMAN ELEMENTARY SCHOOL POLICY

Personal Electronic Device (PED)

Rationale: Elementary students in the Salt Lake City School District are strongly encouraged ***not*** to bring a Personal Electronic Device (PED) to school (Board Policy S-11). Such devices tend to lure students away from focusing on their academic work, may jeopardize student and staff safety and/or privacy, and can create situations that threaten social relationships. School is also a high-risk setting for theft and damage.

Definition of Term: For purposes of applying this policy, a personal electronic device, or PED, includes any instrument through which a student may:

- Make or receive a telephone call (**all cell phones are PEDs**);
- Send or receive a written message, whether by text, tweet, or other method; create or view a video or animation file;
- Create or listen to an audio file; take or view a photograph; access the internet; or access any type of video- or computer-based game.

Policies:

1. During school hours, a student enrolled at Newman Elementary School may ***not*** personally possess or have access to a PED while:
 - In a classroom
 - In a common area, including playgrounds and restrooms.
 - Attending a school-sponsored off-campus event such as a fieldtrip.
2. A student's parent or legal guardian may obtain permission for the student to bring a PED to Newman Elementary School for use other than as prohibited in Section 1 by completing, signing, and returning to Newman Elementary School a PED Declaration, Acknowledgment, Waiver, and Indemnification form. **Devices will not be kept in the office. Students may leave them in their lockers at their own risk.**
3. A violation by a student of Section 1 is grounds for immediate discipline, with or without prior warning(s).

Newman Personal Electronic Devices (PED) Contract (To be used if policy is violated)

Because you have violated the PED policy, your PED has been confiscated and will be returned to your parent upon signing this contract/agreement.

Newman PED Release Agreement

I understand that my student, _____, has had a PED confiscated because of failure to follow the policy.

Should there be a 2nd offense, I understand and agree that the PED will be confiscated and returned at the end of the school year.

Student Signature _____ Date _____

Parent Signature _____ Date _____

Newman Elementary School PED Declaration, Acknowledgment, Waiver, and Indemnification (Indemnification: repayment or reimbursement)

Student name: _____ Room # _____

Parent/legal guardian name: _____

This form must be completed by a parent or legal guardian, signed, and returned to Newman Elementary School prior to a student bringing a PED onto the school grounds or into the school building.

I. DECLARATION

Option 1:

My student does not need and will not bring a PED to school.

Parent Signature _____ Date _____

This is all that is required if you select Option 1.

Option 2:

- My student has my permission to bring the PED identified in Subsection B to school for use other than as strictly prohibited by school policy.
- My student will store the PED in a school locker during school hours, at his or her own risk.

A. Identify the PED that you will be providing to your student.

Type of device: _____

Manufacturer/model: _____

Color: _____

Approximate dimensions: _____

Technical capabilities: _____

For Option 2, please complete the back side of this form

II. ACKNOWLEDGMENT, WAIVER and INDEMNIFICATION

Initial each statement below.

_____ 1. I acknowledge that student lockers at Newman Elementary School are not locked or continuously guarded or monitored. I agree to hold Newman Elementary School, its agents and employees harmless for any damage, loss, or theft of the PED I provide to my student. I agree to assume all risks and liabilities that might result from use or misuse of the PED following loss or theft.

_____ 2. I have explained to my student the Newman Elementary School PED Policy. I acknowledge that a violation of that policy is grounds for immediate discipline of my student, with or without prior warning(s), including termination of my student's permission to bring a PED to school.

_____ 3. I acknowledge that a student's safety and well-being might be put at risk through unsupervised use of technology or unsupervised access of internet sites. I hereby release Newman Elementary School, its agents and employees from any damage or liability that might be alleged or found to accrue from my student's use or misuse of the PED I am providing.

_____ 4. I acknowledge that the Newman Elementary School PED Policy prohibits my student from allowing any other student to make use of the PED I am providing. I hereby agree to defend Newman Elementary School, its agents and employees against any legal claims or charges brought on grounds that another student used the PED in a manner that put the student's safety and well-being at risk. I agree to indemnify Newman Elementary School, its agents and employees for any damage or liability that might be found to accrue from any such use of the PED I am providing.

_____ 5. I acknowledge that the Newman Elementary School PED Policy prohibits my student from taking a photograph or video of another student. I hereby agree to defend Newman Elementary School, its agents and employees against any legal claims or charges brought on grounds that another student was embarrassed, bullied, violated, or damaged in any way by my student's using the PED to capture a photographic or video image. I agree to indemnify Newman Elementary School, its agents and employees for any damage or liability that might be found to accrue from any such use of the PED I am providing.

Signed this _____ day of _____, 20____.

Signature of parent or legal guardian