

Lower Merion School District

Administrative Regulation No. 137
Section: PROGRAMS
Title: DISTRICT-ISSUED ELECTRONIC DEVICES/ELECTRONIC DEVICES:
STUDENTS USE, RIGHTS AND RESPONSIBILITIES
Date Adopted: 4/25/11
Date Last Revised: 3/31/23; 12/19/22; 12/4/20; 2/9/18; 5/10/13

R137 Attachment B - Agreement for Electronic Device Use (Version B)

AGREEMENT FOR USE OF ELECTRONIC DEVICE (VERSION B) – ON CAMPUS ONLY

(hereinafter "STUDENT") and (hereinafter "PARENT/GUARDIAN"), in exchange for the Lower Merion School District allowing STUDENT to use and possess the Electronic Device, or any loaner or replacement Electronic Device provided at the discretion of the District ("Electronic Device"), hereby agree as follows:

1. STUDENT and PARENT/GUARDIAN acknowledge the following Administrative Regulations and Board Policies, which are accessible on the District's website at <http://www.lmsd.org/departments/board/policies/index.aspx>: Administrative Regulation No. 235-2 *Student Rights and Responsibilities*, Board Policy No. 134 *District Provided Technology Resources* and Board Policy No. 137 *District-Issued Electronic Devices* and acknowledge that they understand their applicability and agree to abide by the procedures, regulations and other rules set forth in them and in this Agreement. If STUDENT and/or PARENT/GUARDIAN would like a paper copy of the above Administrative Regulations and Board Policies they can contact the school office to make a request and paper copies will be provided.
2. STUDENT understands that the Electronic Device may not be removed from the school where STUDENT is attending as a result of one or more of the following:
 - a. PARENT/GUARDIAN has exercised their option to not authorize off-campus use of the Electronic Device by STUDENT;
 - b. PARENT/GUARDIAN has declined the option of purchasing District-procured Electronic Device insurance prior to the start of the school year; or
 - c. STUDENT has had Electronic Device privileges limited to on-campus use because of previous violations of school rules or District policy or repeated damage to Electronic Devices previously issued to STUDENT.
3. PARENT/GUARDIAN may not substitute homeowners or other personal insurance for District-procured Electronic Device insurance.
4. PARENT/GUARDIAN and STUDENT acknowledge and understand that if STUDENT takes the Electronic Device off site and it is stolen or damaged, the District reserves the right to hold the PARENT/GUARDIAN responsible for full replacement or repair cost. PARENT/GUARDIAN and STUDENT accept all financial responsibility with respect to damage, loss or theft of the Electronic Device while the Electronic Device is in the possession, custody or control of STUDENT.

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When a device is lost or stolen off campus, the student or parent/guardian should immediately report the lost or stolen device to the police department where the device was lost or stolen. The student or parent/guardian must obtain a copy of the police report and submit it to the appropriate assistant principal. Further, the student or parent/guardian must provide a written narrative explanation of the event(s) resulting in the loss or stolen laptop condition. Both the police report and the written narrative explanation must be submitted to the appropriate assistant principal within 10 days of the device becoming lost or stolen.

When a device is lost or stolen on campus, the appropriate assistant principal will report the incident to the police and obtain a police report. Further, the student must provide a written narrative explanation of the event(s) resulting in the loss or stolen laptop condition. Both the police report and the narrative explanation of the incident resulting the lost or stolen device.

A System/Network Administrator will use approved, available technology to attempt to remotely lock or disable a reported missing or stolen device.

In the event the laptop is damaged and requires escalation for repair, the student will submit a narrative explanation of how the device became damaged.

5. In some instances, it may be necessary for a school Information Systems Department professional to access the Electronic Device remotely to resolve a technical problem. If this is needed, the STUDENT will be asked for permission before the remote access is performed. If the STUDENT does not wish to have the technical problem resolved remotely the STUDENT may decline the request for remote access and bring the Electronic Device to the Technology Center in their building at their opportunity. STUDENT will not be asked for permission prior to remote software or configuration changes sent out to all Electronic Devices that are necessary for the maintenance and security of the LMSD-Net and to ensure that only authorized software is installed on the Electronic Devices. Such software maintenance may involve the correction of altered code or programming and in some cases may remove files from the Electronic Device if the files are deemed to be a threat to the operation or security of the LMSD-Net or are stored in unauthorized software.
6. STUDENT will not permit individuals, other than District administrators or teachers to access the Electronic Device. STUDENT shall not use or allow the Electronic Device to be used:
 - a. For the posting or distribution of information that:
 - i. is harmful or prejudicial to students; for example, materials which are libelous and obscene as defined by the law of the Commonwealth of Pennsylvania or the United States;
 - ii. constitutes bullying (including cyber-bullying) or otherwise fosters disruptiveness among the students so as to interfere with the learning

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- environment of the school district;
 - iii. threatens immediate harm to the welfare of the school community or any individual;
 - iv. discriminates against any segment of the student body or interferes with another's individual rights;
 - v. encourages and abets unlawful activity; or
 - vi. violates the separation of church and state.
 - b. for illegal activity, including the violation of copyright laws;
 - c. to create, distribute, access or obtain pornographic materials;
 - d. to intentionally cause damage to hardware, software or data;
 - e. to gain or attempt to gain access to restricted material or systems;
 - f. for gambling;
 - g. for nonschool-related purposes on more than an incidental basis;
 - h. to bypass the District's security controls; and/or
 - i. to otherwise violate school rules.
7. STUDENT and PARENT/GUARDIAN understand and agree that (a) the Electronic Device is at all times the property of the District; and (b) STUDENT has no right to disable or modify any hardware or software installed on the Electronic Device or to install new or additional software programs or uninstall existing software programs on the Electronic Device. Students are permitted to install software available through the Self-Service application installed on 1 to 1 MacBook laptops.
8. STUDENT and PARENT/GUARDIAN understand and agree that if the Electronic Device is lost, damaged or stolen, then they will immediately advise the Assistant Principal of the incident and all relevant information. The PARENT/GUARDIAN and STUDENT signatures below constitute consent for the District to utilize Internet Protocol tracking until the Electronic Device is actually located by the District or until PARENT/GUARDIANS or STUDENT provide written notification that the Electronic Device is no longer missing.
9. STUDENT and PARENT/GUARDIAN understand and agree that they are not to attempt any repairs/services on the Electronic Device and that damaged Electronic Devices must be returned to a technician in their building for repair/service.
10. In the event that the Electronic Device is lost, damaged or stolen while in the custody of STUDENT, then STUDENT and PARENT/GUARDIAN agree that they are responsible to the School District for the cost to repair/replace the Electronic Device.
11. STUDENT understands and agrees that STUDENT is responsible for returning the Electronic Device to the designated school representative at the end of each school day and for retrieving the Electronic Device at the beginning of each school day in the same condition that the Electronic Device was originally provided to STUDENT, ordinary wear and tear excepted.

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12. If STUDENT fails to return the Electronic Device at the end of a school day, then STUDENT must return the Electronic Device at the next time the designated school representative is available. STUDENT may be required to pay the insurance fee or obtain a waiver of such payment and PARENT/GUARDIAN and STUDENT may be required to execute the appropriate user agreement prior to having the Electronic Device returned and/or STUDENT may be subject to discipline if STUDENT fails to return the Electronic Device at the end of each school day.
13. STUDENT and PARENT/GUARDIANS understand and consent that the District may look at or review STUDENT'S files stored on the Electronic Device under the following circumstances:
- a. After the Electronic Device has been returned by STUDENT to the District:
 - i. At the end of a school year; or
 - ii. Any other time STUDENT is required to permanently return the Electronic Device and has prior notice and adequate opportunity to remove STUDENT'S files from the Electronic Device.
 - b. If the District has a reasonable suspicion that STUDENT is violating District rules or policies, authorized District administrators may take custody of the Electronic Device and review STUDENT'S files. "Reasonable suspicion" means reasonable grounds exists that the search will uncover evidence that STUDENT violated the law or school rules or District policies. The scope of the search must be reasonably related to the violation which justified the search. Under no circumstances will a District employee access a Electronic Device remotely for the purpose of this subsection b.
 - c. Pursuant to a signed consent form or documented verbal agreement by a parent/guardian that clearly and conspicuously sets forth the ability of the District to access or review such files. This consent form shall be supplemental to this Agreement for Electronic Device Use.
 - d. Teachers and other school personnel may provide assistance to STUDENT in locating STUDENT'S files in the presence of and at the request of STUDENT.
 - e. As disclosed in the request for permission for remote access provided to STUDENT if STUDENT requests that a District Information Systems Department professional access STUDENT's Electronic Device remotely to resolve a technical problem.
14. STUDENT and PARENT/GUARDIAN understand and agree that the District has the ability to collect, track and store IP addresses to identify technology devices, including Electronic

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Devices, using and communicating over the District’s network. The District reserves the right to utilize IP address information it obtains for troubleshooting and investigative purposes.

15. STUDENT and PARENT/GUARDIAN understand and agree that if the District determines that STUDENT failed to adequately care for the District’s electronic device or violates District rules or policies, then the District may terminate STUDENT’S ability to use the electronic device. If the District determines that STUDENT acted with intent to damage the District’s property, then, in addition to any other available remedies, the District may refer the matter for appropriate civil, criminal and/or juvenile proceedings.

16. STUDENT and PARENT/GUARDIAN acknowledge receipt of the attached notification regarding accommodations for STUDENTS who lack access to their Electronic Device outside of school.

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|----------------------------|--------------------|
| Parent/Guardian Signature: | Student Signature: |
| Print Name: | Print Name: |
| Address: | Address: |
| Telephone: | Telephone: |