

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 A - Agreement for Electronic Device Use (Version A)

**AGREEMENT FOR USE OF ELECTRONIC DEVICE (VERSION A)
FOR USE ON OR OFF CAMPUS**

_____ (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 as 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. In return for the District permitting STUDENT to take the Electronic Device off-campus, PARENT/GUARDIAN agrees to pay the insurance premium defined in Administrative Regulation No. 137 prior to the start of the school year. Costs are subject to change on an annual basis and may vary by issued device. The District will inform PARENT/GUARDIAN annually of the cost of insurance premium. The insurance premium, but not the deductible or Electronic Device Charge, will be waived for any family that participates in the Free and Reduced lunch program upon request or for any electronic device issued to a student resulting from IEP SETT process. However, parents/guardians may be required to pay the applicable deductible charge for each loss or theft of an Electronic Device or the Electronic Device Charge for each damaged device and the failure of the device is not the result of normal wear and tear or manufacturing defect. PARENT/GUARDIAN may not substitute homeowners or other personal insurance for District-procured Electronic Device insurance. PARENT/GUARDIAN and STUDENT accept all uninsured 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.
3. 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, 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 technician

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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.

4. 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 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.
5. 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 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.
6. STUDENT and PARENT/GUARDIAN understand and agree that the Electronic Device is deemed to be in the custody of STUDENT from the time STUDENT receives the Electronic

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Device until the time the Electronic Device is returned to the designated School representative. If the Electronic Device is lost, damaged or stolen, PARENT/GUARDIAN and STUDENT will immediately advise the Assistant Principal of the incident and all relevant information. The PARENT/GUARDIAN and STUDENT signatures below constitutes prior notification that:

- a) Internet Protocol tracking may be used with review and approval of the Superintendent's designee for the sole purpose of retrieving the equipment; and
- b) Available GPS technology may be used with review and approval of the Superintendent's designee for the sole purpose of retrieving the equipment;

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.

- 7. 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.
- 8. In the event that the Electronic Device is lost, stolen, or damaged in the custody of STUDENT, then STUDENT and PARENT/GUARDIAN agree that they are responsible to the District for the cost to repair or replace the Electronic Device. If the claim is covered by the applicable District insurance policy, then STUDENT and PARENT/GUARDIAN shall only be responsible to pay the applicable deductible charge for each loss or theft of an Electronic Device or the Electronic Device Charge for each damaged device and the failure of the device is not the result of normal wear and tear or manufacturing defect. When a device is lost or stolen off campus, the student or parent/guardian must 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 and both documents will be submitted to the insurance company.

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 will be submitted to the insurance company.

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

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submit a narrative explanation of how the device became damaged.

9. STUDENT understands and agrees that at the end of the school year and upon request of an Administrator, STUDENT must return the Electronic Device to the District in the same condition that the Electronic Device was originally provided to STUDENT, ordinary wear and tear excepted.

10. 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 files. "Reasonable suspicion" means reasonable grounds exists that the search will uncover evidence that the 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 an 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.

11. 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 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

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purposes.

12. 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 outside of school or even STUDENT'S ability to use the electronic device at all. 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.

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