

MERCED CITY SCHOOL DISTRICT DISTRICT TECHNOLOGY TOOLS TO SUPPORT TEACHING AND LEARNING

ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT LIABILITY

The Merced City Elementary School District authorizes students to use district technology as tools to support teaching and learning, which 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 Acceptable Use Agreement. The district reserves the right to take precautionary measures to maintain the integrity, security and safety of students and district data 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 places 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 Acceptable Use Agreement as an indication that they have read and understand the agreement.

By accepting the district technology equipment, you agree to abide by the rules and guidelines included in this agreement, regardless of or in lieu of a physical signature.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, tablet computers, iPads, Chromebooks, 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 Technology

Student devices may include Chromebooks, iPads, and Wi-Fi hotspots. All devices assigned to students may only be used within the constraints of this Acceptable Use Agreement. The Merced City School District owns all devices and chargers. The district maintains an inventory system that links each student to the serial number of the student's assigned device.

Student Assigned Technology:

- Students in PreK-1 are assigned iPads. These devices will remain at school at all times.
- Students in grades 2-5 are assigned Chromebooks. These devices will remain at school. Teachers may assign projects that require the device to go home and return to the school each day.
- Students in grades 6-8 are assigned a Chromebook for which they are personally responsible. The student will bring the Chromebook to and from school each day, fully charged, and ready to be used in the classroom.
- Starting 6th grade, students will use the same device through their 8th grade year while enrolled in MCSD.
- Students who leave or graduate from the Merced City School District must return the assigned device, charger, and hotspot (if applicable). If it is not returned, the parent and student will be responsible for the cost of a replacement device and charger. Each device will be deactivated and rendered unusable.

- Students who have been approved to use a district device over the summer shall return the assigned device and charger before or by the start of the new school year. If it is not returned, the parent and student will be responsible for the cost of a replacement device and/or charger. The device will be deactivated and rendered unusable.

General Device Guidelines:

- All devices are the property of the Merced City School District.
 - This includes the device, the device battery, and any power cord or adaptor.
- Use only a clean dry cloth to clean the device screen (no chemicals).
- Do not add pressure to the top of the device when closed.
- Do not remove keys or any other parts of the mobile device or modify the keyboard or any other portion of the hardware of the device
- Do not close the device on pencils/pens as it could damage the screen or keyboard.
- Do not bump the device on tables or against walls.
- Take care when carrying a device in a backpack.
- The device must remain free of any stickers or writing not placed on the device by the district.
- The expectation is that the devices will be returned in the condition in which they were received.

Student Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only. The district maintains an inventory system that links each student to the serial number of the student's assigned device. The student in whose name district technology is assigned is responsible for its proper use and physical condition 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 people 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 a 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.

COPPA Compliance

The District is pleased to be able to offer individualized instruction to students through a variety of technological resources. In some instances, the District will offer educational websites or applications that utilize personal information of students, such as name, screen name, user name, etc., in order to provide the individualized instruction. A list of such websites and applications and links to their terms and conditions may be found on the District website. Additionally, the District tries to avoid websites and applications that market or sell student personal information. Should such a website or application be utilized for educational purposes, it will be identified on the District website and parents have the right to opt out of student use of such websites and applications.

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.

Financial Responsibilities

When assigned technology is lost or damaged that they are no longer usable, the student shall be immediately assigned a replacement. However, the student and parent/guardian are responsible for the cost of repair or for the device's fair market value on the date of loss or damage. This includes unreturned devices when a student leaves or graduates from the district.

The principal has the final say in determining replacement and repair situations. If it is demonstrated to the principal that the student has taken all reasonable precautions to safeguard the technology assigned, the principal may excuse payment of reparation.

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.

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**MERCED CITY SCHOOL DISTRICT
DISTRICT TECHNOLOGY TOOLS TO SUPPORT TEACHING AND LEARNING**

**ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT LIABILITY
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 student named below, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement.

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 the supervision of my child's use of his/her access account if and when such access is not in the school setting.

Student Name: _____ ID: _____ Gr: _____
(Please print)

Parent/Guardian Name: _____ Date: _____
(Please print)

Parent/Guardian Signature: _____

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MERCED CITY SCHOOL DISTRICT
Student Technology Acceptable Use Agreement

I agree to:

- Use the device for school work and to learn when my teacher and parents say it is OK
- Show respect for all hardware and software that I use
- Not take anything from the internet or send anything over the internet that belongs to someone else
- Inform my teacher if I know someone is breaking any of these rules

I will:

- Use good manners
- Be polite at all times on the computer
- Never tell anyone my full name, my home address, or phone number
- Not look at anyone else's files without their permission
- Only use email appropriately and only for school assignments
- Sign in as myself only and will not use other's login information
- Not share my login information with others
- I will use my own district assigned device only

I will show respect by:

- Not emailing any bad words, hurtful words, or inappropriate pictures to anyone
- Never searching for sites or words not approved by my teacher or parents
- Not running a business on the internet, or posting advertisements for commercial or noncommercial activities
- Taking care of the whole device and the charger so it is in the same condition that I received it

If I am in grade 6, 7, or 8:

- I will take care of my assigned chromebook because I will use this same chromebook through grades 6 - 8, including summers before graduating from MCSD

I understand these rules and promise to follow them. If I do not follow these rules, I know that I may not be able to use the computer at school anymore.

I PROMISE TO RESPECT THE TECHNOLOGY.

School: _____ Teacher: _____

Student Name: _____ ID: _____ Gr: _____
(Please print)

Student Signature: _____ Date of Training: _____