

Merced City School Hotspot Acceptable Use Agreement

The purpose of the Merced City School District (MCSD) hotspot lending program is to provide families with the greatest need, who have no internet access or unreliable internet access, one MCSD student hotspot with charger and cable. The equipment (hotspot, charger, and cable) is at all times property of MCSD, and is to solely be used for the education of the MCSD student(s) in the household. The equipment is on loan for the academic school year. Students and parents/guardians must also follow and sign the MCSD Student Acceptable Use Agreement annually. The MCSD Hotspot Acceptable Use Agreement must be followed and signed each academic year when a hotspot is approved or renewed for borrowing.

The parent/guardian and student(s) acknowledge hotspots are unsecured, wireless networks and any information being sent or received over the network could potentially be intercepted by another wireless user. Hotspot borrowers are cautioned against transmitting sensitive information while using the wireless network. Due to the inherent risk, the users will use the hotspot at their own risk and agree to release and hold harmless the school, district, and district personnel from any liability, damages, or expenses resulting from the use of the hotspot.

The parent/guardian and student(s) acknowledge hotspot service may not be reliable when there are no cellular connections close by. Additionally, the hotspot service may occasionally slow down if there is excessive internet activity going through it. It is the responsibility of the parent/guardian and student(s) to ensure that the hotspot is only used for educational purposes to avoid such a slowdown.

Hotspot Lending Period

The MCSD hotspot lending program will check-out hotspots for one academic school year. Hotspot must be returned to the school in good working order or renewed by completing the annual Hotspot Application and signing a new Hotspot Acceptable Use Agreement. Hotspots not returned or renewed will have service deactivated.

Students who withdraw or graduate from the Merced City School District must return the district hotspot equipment. If it is not returned, the parent and student will be responsible for the cost of a replacement hotspot. Hotspot will be deactivated, rendered unusable, and be a lost resource for MCSD.

Student Obligations and Responsibilities

Your MCSD hotspot that is loaned to you is an important learning tool and is for educational purposes only. In order to borrow a hotspot, you must accept the following responsibilities:

- I know this device is on loan to me and it is my responsibility to care for the equipment and ensure it is maintained in a safe environment.
- I will not loan the MCSD hotspot to others.
- I will not remove any hotspot labels or place any stickers on the hotspot.
- I will not attempt to make any repairs, remove the chip, or dismantle the MCSD hotspot.
- I understand that misuse or inappropriate use as determined by school personnel or guidelines, may result in any and/or all of the following:
 - Student and Parent Conference
 - Cancellation of access privileges and/or loss of hotspot privileges
 - School disciplinary actions including civil and/or criminal liability under applicable laws

Parent/Guardian Responsibilities

Your child(ren) has been loaned a MCSD student hotspot to improve/personalize their education for use during the current academic school year. It is essential that the following guidelines be followed to ensure the safe and ethical operation of your child(ren)'s district owned hotspot.

- I will discuss school policies and expectations regarding the use of the Internet and will monitor to the best of my ability my child(ren)'s use of the MCSD hotspot.
- I will not attempt to make any repairs, remove the chip, or dismantle the MCSD hotspot.
- I will immediately report to the school any problems, damage, or theft of the hotspot.
- I understand the hotspot is on loan and must be renewed or returned annually, or returned at the time all my children withdraw from Merced City Schools.

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Student and Parent Acknowledgment

Student Acknowledgement

To be signed by the oldest child enrolled in MCSD. However, any child in the family may sign.

I have received, read, understand, and agree to abide by this Hotspot Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand 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 Name: _____ Grade: _____
(Please print)

School: _____

Student Signature: _____ Date: _____

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 Hotspot Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use district hotspot. 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.

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

Parent/Guardian Signature: _____