



STUDENT TECHNOLOGY DEVICE USE AGREEMENT

A) GENERAL

A student's privilege of possession and use of a technology device issued by the school is limited to, and conditioned upon, full and complete compliance with the applicable standards for acceptable use of a device set out in this Student Technology Device Use Agreement, as well as the school's Acceptable Use Policy, Student Handbook, and/or Student Code of Conduct.

B) DEVICE OWNERSHIP

All technology devices issued to students are owned by and are the property of the school. Technology devices are issued for educational use only and use of a technology device for any purpose other than educational use may result in consequences, up to and including loss of device privileges, other consequences as allowed by the Student Code of Conduct, campus consequences decided upon by campus administration, fiscal consequences, or any consequences outlined in this policy herein.

1) Technology Device Distribution

Students in grades PreK-3 through 8th may be assigned, or allowed to use a technology device to use educational purposes as stated by Cityscape Schools.

2) Technology Device Identification

Technology devices issued to students will be labeled by:

- Record of serial numbers and asset tag;
- Individual user account name and password; and/or
- Device name.

C) TECHNOLOGY DEVICE CARE

1) General Rules

Students may **not**:

- Leave their technology device in any unsupervised area.
- Keep or store food or drink next to a technology device when in use.
- Carry the technology device by holding the screen only.
- Place any writing, stickers, or labels on the technology device.
- Reconfigure or change the hardware of the technology device in any way.

2) Screen Care

Technology device screens are delicate and can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure.

- Do not lean or place anything on the top of the technology device when it is closed.
- Do not place anything near the technology device that could put pressure on the screen.
- Do not place anything in the carrying case that will press against the cover.
- Do not poke the display.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, or disks).

D) **TECHNOLOGY DEVICE SECURITY**

1) Password Protection

Students will be given their usernames and passwords to login to chromebooks, or given their QR codes for automatic sign-in. **Students are not to loan a technology device to other students or borrow a technology device from another student or share passwords or usernames, or QR codes with others. Students may not store their QR code in the device they typically use. They must keep the QR code secure in their backpack or return it to the teacher after use.**

2) Storage

Technology devices must be stored in a secure charging cart. All devices must be returned to their storage cabinet at the end of each school day, or at the end of the class session, whichever comes first when a student leaves a classroom to transfer to a different period. Students should be sure nothing is placed on top of a technology device when it is being stored.

3) Lost, Stolen, or Damaged Chromebook

If a student loses an assigned technology device, the technology device is stolen, or the technology device is damaged, the student must immediately notify their teacher. If a police report is filed, the student is expected to cooperate and provide truthful information. A student whose technology device is lost, stolen, or damaged due to a violation of this Student Technology Device Use Agreement, purposeful action, and/or negligence is subject to consequences as outlined in this Agreement.

If a technology device was lost or stolen due to negligence and is not recovered or if a technology device is otherwise damaged, the student and the student's parent(s) or guardian(s) are financially responsible for the technology device, as allowed by Texas Education Code § 31.104 and as described in this policy.

E) **TECHNOLOGY DEVICE SETTINGS**

1) Music

Students may not download or save music on the technology device.

2) Games

Technology devices are provided for instructional use only. Unless permission is granted by the school, students may not:

- Play Internet games on the technology device.
- Download, save, or install any games or non-school related applications or programs on the technology device.

F) SOFTWARE

1) Originally Installed Software

Each assigned technology device will have software pre-installed. Students may not remove or alter the originally installed software unless specifically instructed to do so by a teacher or system administrator. Students may not download or install any additional software unless specifically instructed to do so by a teacher or system administrator.

2) Inspection

Technology devices may be checked periodically to ensure that no new software has been added, and software that is no longer needed has been removed. Students may also be selected at random to provide their technology device for inspection by a system administrator.

3) Virus Protection

If a student notices their device may have a virus, they receive a warning on the device of a virus, they must notify their teacher immediately. The students should not take any measures to remove the virus on their own.

G) PRIVACY AND SAFETY

Students are expected to take precautions to protect their privacy and security when using an assigned technology device. Students should not:

- Enter chat rooms or send chain e-mails without written permission of a teacher or administrator.
- Open an e-mail or any attachment from a sender or another student, without first consulting and receiving permission from a teacher or administrator.
- Open, use, or change computer files that do not belong to the student.
- Reveal their full name, phone number, home address, social security number, credit card numbers, password(s), or any identifying personal information through use of a technology device.

Remember that storage in any form on the technology device or any network provided or maintained by the school is not private or confidential.

H) E-MAIL USE

When sending and receiving e-mail communications using an assigned technology device, students must adhere to the following rules:

- Use appropriate language.
- Refrain from transmitting any language or other material that is profane, lewd, obscene, abusive, bullying, or offensive to others.
- Do not send mass or chain e-mails, or spam e-mails.
- Do not engage in private chatting or e-mailing during class without express permission from the teacher.

All e-mail sent and received on a technology device belonging to the school is subject to inspection by the school at any time.

I) LEGAL CONSIDERATIONS

Student use of technology devices must comply with trademark and copyright laws and all license agreements. If you are unsure, ask a teacher, network administrator, or the principal.

Students may not plagiarize the work others and must give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Use or possession of hacking software is strictly prohibited, and violators will be subject to disciplinary action. Violation of applicable state or federal law will result disciplinary action by the school.

J) FINANCIAL RESPONSIBILITY

If a technology device is lost or stolen due to negligence, or it is damaged, the student and the student's parent(s) or guardian(s) are responsible for the cost of repair or for the devices. The price families will be charged will be the actual cost of replacement parts and repair. If the cost of parts and repair outweighs the cost of replacing the device, the family will be charged the cost of replacing the device instead. The student will also be subject to disciplinary measures outlined by the campus administration of whatever school the student attends. If consecutive damage occurs, even if the families continue to pay, the student may still be subject to loss of device privileges, unless measures are put in place by the campus administration ensuring the student agrees to comply with all rules and regulations herein.

Depending on the make and model of the chromebook or chrome tablet will determine how much parts and replacement fees will be. Since chrome devices must also have a chrome EDU license purchased to be used within our school district, families who must purchase a replacement device must also purchase the chrome EDU license.

Any parts or replacement devices families must pay for will come with an itemized receipt confirming what has been paid for documentation purposes.

The school will not pay for loss or damage caused by or resulting from the following:

1. Dishonest, fraudulent, or criminal acts.

2. Any loss to accounts, valuable documents, music or videos, records, or assignments and/or their affects by being missing on grades, GPAs. A repair claim will only cover material issues with the device, not lost opportunities or data.
3. Loss caused by failure to use all reasonable means to protect the technology device that has been damaged.

K) TERM OF POSSESSION

A student's right to use and possess an assigned technology device terminates no later than the last day of school, as determined by the school, unless earlier terminated by the school, upon a student's withdrawal from the school, and may be extended if the student is involved in school related summer activities.

Failure to timely return a technology device and the continued use of a technology device for non-school purposes without the consent of the school may be considered unlawful appropriation of school property.

L) CONSEQUENCES

If a student fails to timely and fully comply with all terms of this Student Technology Device Use Agreement, including timely return of an assigned technology device, the following consequences may result:

Disciplinary Action: The school administration may implement any disciplinary action at their discretion depending on the severity of the action the student has taken.

Unreturned Equipment: All unreturned equipment must either be returned to the school at the date it is request or you must pay for the full cost of the unreturned equipment. If you refuse to work with the school in either returning to the device or paying off the cost of the device, a lien will be placed on your students account, and no other devices will be issued until the equipment has been returned or the cost of replacement has been paid, or a payment plan is established and then complied with.

Please note that consequences may not necessarily be followed in order, and that progressive consequences are not required depending on the circumstances and/or severity of any violation of this policy. Students who fail to abide by the guidelines and requirements of this Student Technology Device Use Agreement are also subject to disciplinary consequences under the Student Code of Conduct.

Student Technology Device Use Agreement Form

1. **Period of Possession.** The term of this Student Technology Device Use Agreement is from the date the device is issued until the last day of school. Unless earlier terminated by the school or upon a student's withdrawal from the school, whichever is earlier. If the student attends summer programs, this agreement will stand until the end of the summer programs. The student or the school may terminate this Agreement at any time by written or verbal notice. Upon termination of this Agreement, the student must immediately surrender to the school the assigned technology device and all accessories.
2. **Altering or Defacing Equipment.** The student will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the equipment provided under this agreement. The student will not alter or remove any software, security software, or antivirus software installed on the device by the school or add unauthorized and unlicensed applications.

3. **Maintenance and Repair.** Normal and reasonable wear and tear are expected. Negligence will not be tolerated. It is the student's responsibility to provide reasonable care and to coordinate required repairs through the principal or systems administrator. The student and his or her parent(s)/guardian(s) are responsible for the cost of repair and/or replacement of deliberately or negligently damaged devices.
4. **Use.** The student agrees that the equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws and school policies and regulations. The student agrees not to allow the use of the equipment for illegal purposes or for operating the student's own or another's personal or commercial business. The student will conform to the terms of the school's Acceptable Use Policy, Student Handbook, and Student Code of Conduct.
5. **Loss or Damage.** Acknowledging Texas Education Code § 31.104, a student who damages, steals, misplaces, or otherwise fails to return the equipment and/or accessories in an acceptable condition will be liable and the student's parent(s)/guardian(s) will be liable to the school for the reasonable market value of the equipment and/or accessories as of the date of loss. If the property is irreparably damaged, lost or stolen, or subject to repeated instances of abuse, the user will be responsible for replacement fee(s). Damage, loss, or theft of the property must be reported to the student's teacher by the next school day following the occurrence. If theft occurs off campus, the student's parent(s)/guardian(s) or responsible party will file a report with the local police department within 24 hours and supply the school with a copy of the police report by the next school day.
6. **Inspection by the School.** The school has the right at any time to request a visual inspection of the equipment and to perform periodic inventories, or to review the contents of any message, file, or software stored or maintained on the device. **There is no expectation of privacy with respect to a school-issued and owned device.**
7. **Security Measures.** The school may provide additional security measures as is technically possible for devices that will be used outside the school's network filters. This may include device security settings and/or software that may be used to manage and safeguard the school's electronic resources. These tools may be used to track the school's inventory, block questionable sites, or limit access to sites when connected to the internet outside of the school's network.
8. **Disclaimer.** While the school uses technological protection measures to limit access to material considered harmful or inappropriate to students, it may not be possible for the school to absolutely prevent such access. Despite our best efforts and beyond the limits of filtering technology, a student may run across areas of adult content and some material that parents/guardians might find objectionable. Moreover, the school makes no guarantee of the quality of services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from the use of the school's network or the electronic device. Any charge(s) accrued to the user while using the school's network are the responsibility of the user. Liability and responsibility for statements made by an individual user on the internet are specific to that user and do represent the views of the school, its employees, or members of the school's Governing Body.
9. **Title.** Title to the equipment and all accessories will always remain with the school. The student will give the school immediate notice of any claim, levy, lien, or legal process issued against the equipment. The equipment is and will remain for the term of this use agreement personal property, notwithstanding any attachment of it or part of it to real property or improvements on such real property.

10. **Assignment or Subletting.** The student will not assign this Student Technology Device Use Agreement or any equipment under the use agreement, or any interest in the use agreement or equipment, without the school's written consent. The student will not give or provide any part of the equipment to unauthorized users under the use agreement without the school's written consent.
11. **Surrender of Equipment and End of Use Agreement.** The student agrees, on termination of this Student Technology Device Use Agreement, termination of initiative assigning this equipment, the student's withdrawal from the school (for any reason), or at the request of the school, to return the equipment at the student's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to the school. In the event the asset is not returned, the student and his or her parent(s)/guardian(s) shall report the device as missing. After further attempts to recover or locate the device, which could include electronic surveillance and tracking of the device, the property may be declared stolen and further action can be taken by the school to recover the equipment. The student and his or her parent(s)/guardian(s) understand and agree that transfer of the assigned equipment to another student is not the equivalent of surrender of equipment to the school, nor does it release the student or his or her parent(s)/guardian(s) from responsibility for the school's asset.
12. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement signed by the student and his or her parent(s)/guardian(s) and the school's Superintendent.

I hereby agree that I have reviewed the terms of this Student Technology Device Use Agreement and agree to abide the terms herein.

Parent/Guardian Signature

Date