

| |
|--|
| BLOOMSBURG AREA SCHOOL DISTRICT Policy Manual |
|--|

Section: PUPILS

Title: DISTRICT-ISSUED DEVICES: STUDENT USE, RIGHTS, AND RESPONSIBILITIES

Date Adopted: 16 March 2015

Date Last Revised: 15 June 2015

**252B. DISTRICT-ISSUED DEVICES:
STUDENT USE, RIGHTS, AND RESPONSIBILITIES**

Approved Forms

Attachment A Agreement for Device Use Version A-off campus and Version B- On Campus

An **Agreement for Device Use** must be signed by the student and student’s parent or guardian and returned to the District prior to the student being issued a District Device. An Agreement for Device Use must only be signed once in a high school student’s career and also if there is a change in use from on-campus only to off-campus or from on and off-campus to just on-campus. Issuance of this **Agreement for Device Use** obviates the need for a separate **Acknowledgment of Receipt of Acceptable Use Policy** to be issued.

- Attachment A is the form permitting Devices to be used off or on-campus.

Attachment B - Best Practice Guidelines for Use of Student Devices

Attachment B constitutes the “**Best Practice Guidelines for Use of Student Devices**” to provide information to students and parent/guardians to encourage and facilitate responsible use of District-issued devices. This document shall be posted on the District’s website.

Attachment C – Annual Written Notification to Parents/Guardians (not included)

Attachment C constitutes the annual written notification to District parents and guardians

whose child is eligible to be issued a Device before the beginning of the school year containing information relating to the One-to-One Device Program and how it works. This document will be prepared annually by the High School Building Principal for approval by the Superintendent.

This document is not attached to this regulation but shall be posted on the District's website and in the student handbook.

Procedure for Reporting Devices Damaged, Missing, or Stolen

If a Device is **damaged, missing or suspected stolen**, the student must report this immediately to the Principal/Assistant Principal in their building. To report a Device missing or stolen on campus during the school day, the student must contact the Assistant Principal by phone, electronic mail or by visiting that office. If a student takes the 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.

Notice Regarding Blocking Software

Website filtering as referenced in Policy 252 is a function of the BASD network. The District is limited in its ability to filter material when a student accesses the Internet from a source other than the BASD-Net and disclaims any responsibility for material accessed in that manner. Parents and guardians are advised to monitor web usage when the device is used at home as appropriate. The BASD "**Best Practice Guidelines for Use of Student Devices**" (**Attachment B**) is a good reference for this.

Any student who claims that he or she has been denied access to Internet material needed for bona fide research that is not obscene material, child pornography or other visual depictions deemed harmful to minors shall be afforded expedited review and resolution of this claim by making a written request to the teacher. The teacher shall forward the request to the Principal who shall respond to the request within a reasonable time under the circumstances not to exceed three (3) days. Only the Superintendent or Technology Systems Administrator may authorize the disabling of the technology protection measure to permit the access.

Accommodations for Parents, Guardians and Students Who Refuse to Sign Agreement for Device Use

In the event that the parent/guardian or student refuse to sign either form Agreement for Device Use (Attachment A), the building principal shall be responsible for ensuring that Attachments C and D is sent to the parent/guardian and that the District uses its best efforts to make necessary accommodations for the student to ensure that the student's education is not adversely affected.

Providing Devices to Students whose Devices have been Seized

Students who have had their computer seized based upon reasonable suspicion that the student violated the law, school rules or District policies shall be permitted to use a loaner Device in school, but shall not be permitted to take the loaner off campus, unless required by laws pertaining to students with disabilities.

This regulation shall be reviewed periodically (no less than annually) to ensure that District practices remain current with technology then in place in the District.

Attachment A
Version A – Agreement for Device Use Off Campus

AGREEMENT FOR USE OF DEVICE (Version A) FOR USE OFF CAMPUS

_____ (hereinafter “STUDENT”) and
_____ (hereinafter “PARENT/GUARDIAN”),
in exchange for the Bloomsburg Area School District allowing STUDENT to use
and possess the Device, Serial No. _____, or any loaner or replacement
Device provided at the discretion of the District (“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 bloomsburgasd.schoolwires.com: Policy No. 224 *Care of School Property*, Policy No. 252A *District-Issued Devices: Student Use, Rights and Responsibilities*; and Policy No. 252B *District Provided Technology Resources: Student Use, Rights and Responsibilities* 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 policy and Board Policies they can contact the high school office to make a request and paper copies will be provided. The student and guardian not only acknowledge the mentioned policies but also acknowledge reviewing and understanding the policies as well.
2. In some instances it may be necessary for a school Computer Technician professional to access the device remotely to resolve a technical problem (Policy 815 and 893). STUDENT will not be asked for permission prior to remote software or configuration changes sent out to all Devices that are necessary for the maintenance and security of the BASD-Net and to ensure that only authorized software is installed on the Devices. Such software maintenance may involve the correction of altered code or programming and in some cases may remove files from the Device if the files are deemed to be a threat to the operation or security of the BASD-Net or are stored in unauthorized software.
3. STUDENT will not permit individuals, other than School District administrators or teachers to access the Device. STUDENT shall not use or allow the 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; and/or
 - h. to otherwise violate school rules.
4. STUDENT and PARENT/GUARDIAN understand and agree that (a) the 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 Device or to install new or additional programs or uninstall existing software programs on the Device.
5. STUDENT and PARENT/GUARDIAN understand and agree that the Device is deemed to be in the custody of STUDENT from the time STUDENT receives the Device until the time the Device is returned to the designated School representative. If the 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 constitute consent for the District to utilize Internet Protocol tracking until the Device is actually located by the District or until PARENT/GUARDIANS or STUDENT provide written notification that the Device is no longer missing.
6. STUDENT and PARENT/GUARDIAN understand and agree that they are not to attempt any repairs/services on the Device and that damaged Devices must be returned to the Technology Center for repair/service.
7. In the event that the 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 or replace the Device.
8. STUDENT understands and agrees that at the end of the school year and upon request of an Administrator, STUDENT must return the Device to the School District in the same condition that the Device was originally provided to STUDENT, ordinary wear and tear excepted.
9. STUDENT and PARENT/GUARDIANS understand and consent that the District may

look at or review STUDENT'S files stored on the Device under the following circumstances:

- a. After the 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 Device and has prior notice and adequate opportunity to remove STUDENT'S files from the 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 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 at its inception.
 - c. Pursuant to a signed consent form 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 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 Computer Technician access STUDENT's Device remotely to resolve a technical problem.
10. STUDENT and PARENT/GUARDIAN understand and agree that if the School District determines that STUDENT failed to adequately care for the School District's computer or violates District rules or policies, then the School District may terminate STUDENT'S ability to use the computer outside of school or even STUDENT'S ability to use the computer at all. If the School District determines that STUDENT acted with intent to damage the School District's property, then, in addition to any other available remedies, the School 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: |

Attachment A
Version B – Agreement for Laptop Use on Campus Only

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

_____ (hereinafter “STUDENT”) and
_____ (hereinafter “PARENT/GUARDIAN”),
in exchange for the Bloomsburg Area School District allowing STUDENT to use and possess the device, Serial No. _____, or any loaner or replacement Device provided at the discretion of the District (“Device”), hereby agree as follows:

1. STUDENT and PARENT/GUARDIAN acknowledge the following Administrative Regulations Board Policies, which are accessible on the District’s website at bloomsburgasd.schoolwires.com: Policy No. 224 *Care of School Property*, Policy No. 252A *District-Issued Devices: Student Use, Rights and Responsibilities*; and Policy No. 252B *District Provided Technology Resources: Student Use, Rights and Responsibilities* 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 policy and Board Policies they can contact the high school office to make a request and paper copies will be provided. The student and guardian not only acknowledge the mentioned policies but also acknowledge reviewing and understanding the policies as well.
2. STUDENT understands that the 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 Device by STUDENT
 - b. STUDENT has had Device privileges limited to on-campus use because of previous violations of school rules or District policy or repeated damage to Device previously issued to STUDENT.
3. PARENT/GUARDIAN and STUDENT acknowledge and understand that if STUDENT takes the 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 Device while the Device is in the possession, custody or control of STUDENT.
4. In some instances it may be necessary for a school technology staff to access the Device remotely to resolve a technical problem. STUDENT will not be asked for permission prior to remote software or configuration changes sent out to all Devices that are necessary for the maintenance and security of the BASD-Net and to ensure that only authorized software is installed on the Devices. Such software maintenance may involve the correction of altered code or programming and in some cases may remove files from the Device if the files are

deemed to be a threat to the operation or security of the BASD-Net or are stored in unauthorized software.

5. STUDENT will not permit individuals, other than School District administrators or teachers to access the Device. STUDENT shall not use or allow the Device to be used:

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 non-school-related purposes on more than an incidental basis; and/or
 - h. to otherwise violate school rules.

6. STUDENT and PARENT/GUARDIAN understand and agree that (a) the 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 Device or to install new or additional software programs or uninstall existing software programs on the Device.

7. STUDENT and PARENT/GUARDIAN understand and agree that if the Device is lost, damaged or stolen, then they will immediately advise the Principal/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 Device is actually located by the District or until PARENT/GUARDIANS or STUDENT provide written notification that the Device is no longer missing.
8. STUDENT and PARENT/GUARDIAN understand and agree that they are not to attempt any repairs/services on the Device and that damaged Device must be returned to the Technology Center for repair/service.
9. In the event that the Device is lost, damaged or stolen while 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 Device.
10. STUDENT understands and agrees that STUDENT is responsible for returning the Device to the designated school representative at the end of each school day and for retrieving the Device at the beginning of each school day in the same condition that the Device was originally provided to STUDENT, ordinary wear and tear excepted.
11. If STUDENT fails to return the Device at the end of a school day, then STUDENT must return the Device at the next time the designated school representative is available. This may require a change in agreement.
12. STUDENT and PARENT/GUARDIANS understand and consent that the District may look at or review STUDENT'S files stored on the Device under the following circumstances:
 - a. After the 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 Device and has prior notice and adequate opportunity to remove STUDENT'S files from the 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 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.
 - c. Pursuant to a signed consent form 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 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 professional access STUDENT’s Device remotely to resolve a technical problem.

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

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

Parent/Guardian Signature:

Student Signature:

Print Name:

Print Name:

Address:

Address:

Telephone:

Telephone:

Attachment B - Best Practice Guidelines for Use of Student Devices

Device – refers to a Device computer issued by the District to a District student for use in connection with the District academic program.

You are responsible for the appropriate use of your Device both at school and at home. The Devices are for students for educational purposes. All commercial, illegal, unethical and inappropriate use of these Devices is expressly prohibited.

1. You may not copy or duplicate copyrighted material. (**Copyright** is the set of exclusive rights granted to the author or creator of an original work, including the right to copy, distribute and adapt the work.) Copyrighted materials include books, maps, prints, musical compositions, dramatic works, photographs, paintings, drawings, motion pictures, computer programs, sound recordings, choreography and architectural works.
2. Downloading purchased songs or songs from a purchased compact disc is permitted (ex. Songs purchased from iTunes and downloaded). Any personal information or material on the Device is the express responsibility of the student and should not interfere with Device usage or school related work.
3. Only BASD licensed or approved software is to be installed on the Devices.
4. Do not loan your Device to anyone, and do not share your “user name” or “password”.
5. Always keep track of your Device and take reasonable precautions to keep it safe.
 - a. If you place your Device in your locker make sure it is completely closed and locked.
 - b. Since your backpack will be the primary storage for your Device make sure that you never leave your backpack unattended.
6. When carrying your Device always place it in the sleeve provided.
7. Do not place the power cord or adapter against the Device screen in your backpack (the screen will break)
8. Be careful not to drop or fling your backpack
9. When closing and storing your Device, either turn it off or put it in standby to protect it from overheating.
10. If you notice that your Device is working slowly or functioning in a strange or abnormal way, report it to the Technology Center in your building.

11. Safe e-mailing:

- a. Do not open, forward or reply to suspicious e-mails. If you have a question about whether or not to open an e-mail, check with the Technology Center in your building.
- b. Be wary of email attachments from people you don't know as it may be a virus or a malicious program.
- c. Never respond to e-mails that ask for personal information, your user name or your password.
- d. Think before you write and send an e-mail, be polite and courteous at all times.
- e. Almost all chain letters contain no useful information. This includes chain letters warning about viruses or Internet scams. Often the chain letters link you to viruses or are scams themselves. Do not pass them on.

12. Web Usage:

- a. Do not go to inappropriate / questionable web sites or click on questionable links as this may trigger a spam or computer virus attack.
- b. The use of anonymous proxies or other technologies to bypass BASD-Net filtering programs is prohibited.
- c. When social networking and developing your personal web pages, consider the following:
 - i. Be polite and courteous. Leave offensive text (i.e. curse words, insults, etc.) out of blog entries and comment postings to friends.
 - ii. Once any text or photo is placed online it is completely out of your control, regardless of whether you limit access to your page. Anything posted online is available to anyone in the world.
 - iii. You should not post information, photos, or other items online that could embarrass you, your family, or friends. This includes information, photos and items that may be posted by others on their page or on your webpage.
 - iv. Do not post your personal information: addresses, phone number(s), date of birth, class schedules, your whereabouts or daily activities. You could be opening yourself up to online predators.

- d. Many potential employers, colleges and universities, graduate programs and scholarship committees now search these sites to screen applicants.

13. Saving Information:

- a. It is recommended that you save/ backup any important school information on your student folder located on the BASD-Net. Your student folder will be maintained for the entire school year. Note: Upon graduation or when student leaves District, all student folders will be erased. Be advised that BASD-Net security is designed to allow access to selected areas by designated users only The BASD-Net administrator may review files and communications to maintain system integrity and ensure that students are using the system responsibly. Students and other BASD-Net users should not expect that student folders or other information stored on the BASD-Net will be private.
- b. The School recommends that you erase any important information from your device before you turn it in at the end of the year.

14. Other:

The District does not recommend plugging any additional personal devices into the Device as this may cause problems with the Device's operation. You are responsible for any damage to the Device caused by any personal device you connect to the Device.

15. Remember, your Device is your responsibility.

Please be careful when using social networking sites and sharing personal information as this information may remain on the internet for years. Think before you act - (after graduation would you want a prospective employer to view what you post?).

The Superintendent or designee has issued policies containing guidelines to students for use of Devices. Students should also refer to Policy Nos. 252 *BASD-Net: Student Use, Rights and Responsibilities* and 252B *District-Issued Devices: Student Use, Rights and Responsibilities*. Any violation will be subject to discipline as outlined in the student handbook.

The District does not routinely monitor BASD-Net for violations of school rules or District policies and is limited in its ability to monitor Devices for cyber bullying and other violations. Therefore, if you have reason to believe that another student is using either the BASD-Net or their District-issued Device in a manner that violates school rules or District policies, you are encouraged to report this to your Principal/Assistant Principal.

ATTACHMENT D

Bloomsburg Area School District District Provided Insurance for Student Devices

The district shall provide a 1:1 device for students use for educational purposes along with an extended warranty and accidental damage and handling (ADH) for their child's device. The extended warranty covers any manufacturer's defects for three years and the ADH covers up to two accidental incidents such as accidental spillage on device, dropped device, or accidental breakage. Parents/students shall be responsible for costs for any damage not covered under the limited warranty and ADH in addition to lost or stolen devices (like a textbook).