

INFORMATION TECHNOLOGY SERVICESALL STUDENTSSTUDENT USE OF DISTRICT PROVIDED DEVICES (DPD)

For instructional purposes, the District may issue information technology to students for a period of hours or up to entire school years, and in accordance with this policy. During this period, such District Provided Devices (DPD) shall be under the control and care of the student and parents/guardians.

District provided information technologies (DPD) are District-owned electronic appliances, which are provided to individual students in support of instructional objectives. Examples of this technology include laptops, tablets, smart phones, hotspots, and any current or emerging devices that can be used for word processing, Internet access, recording of images or sound, web conferencing, email, messages, text messages, applications, and other electronic communication. DPD provide a means for the District to deliver, and students to access, curriculum; however, they are not curricular materials themselves.

A. Student Responsibilities

DPD should be used by students in an ethical and responsible manner in accordance with District policies and regulations. The use of DPD is a privilege, not a right, and misuse may result in the restriction or cancellation of use. Misuse may also lead to disciplinary and/or legal action for students, including expulsion or criminal prosecution by government authorities. As circumstances merit, District administrators shall provide alternative accommodations to the use of DPDs for access to curriculum.

Students will be held accountable for responsible use and maintenance of their DPD, and parents/guardians are encouraged to support such use and care.

When a student is provided DPD by a school, the student will be informed as to when the DPD is due for return to the school. Students are responsible for the timely return of the DPD when due. Should the student cease to receive instruction at the school (e.g., transfers out or graduates) while in possession of the DPD, then the student shall promptly return the DPD to the school.

Students are to use their DPD in locations and at times as permitted by teachers, administrators, or other District employees. Students must use DPD as directed by their teacher.

Students should bring their DPD to school with a fully charged battery. The District is not responsible for providing an opportunity or the necessary power to charge their DPD during the school day.

To prevent loss of instructional data, when applicable (i.e., the DPD stores data) students and parents/guardians shall keep their data synced to District provided data storage. Students shall

protect the data stored on their DPD, and the District will in no circumstances be liable for data stored on DPD. Students and parents/guardians shall prioritize use of the DPD's storage capacity for pedagogical practices. Personal applications and content should not compromise the educational purpose of the DPD.

Students shall keep their DPD free of decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the District. Students shall not remove, tamper with, or cover any asset tags placed by the District on the DPD. Should an asset tag become damaged or lost, Students shall contact a teacher or school administrator regarding replacement of the asset tag.

Students are responsible for securely storing their DPD during extra-curricular events and should communicate with their coach, teacher or sponsor if there are questions about safe storage areas. Under no circumstance should DPD be stored in unsupervised areas. Unsupervised areas include the school grounds and campus, cafeteria, unlocked classrooms, library, locker rooms, dressing rooms, hallways, bathrooms, district provided transportation (e.g., a school bus), in a car, or any other area that is not securely locked or in which there is not supervision. Unsupervised DPD will be confiscated by staff and taken to that school's administration office. Disciplinary action may be taken for leaving a DPD in an unsupervised location.

Camera, video, or voice recording functionality on DPD shall not be used in any manner which infringes on the privacy rights of any other persons. This includes recording, sending, or posting images or sounds of any person without their permission. No recording of any kind is permitted in a classroom without the express permission of the teacher. No recording of any kind is permitted in bathrooms, locker rooms, nurse's offices, administrator's offices, or any other areas where there is an expectation of privacy. Students may not turn on, activate, or utilize a DPD during testing or assignment unless given permission by a teacher.

A District employee may confiscate a student's DPD and notify an appropriate school administrator. The employee shall store the item in a secure manner until an appropriate time. The school administrator shall promptly contact the student and parents/guardians regarding the employee's concern and reissuance of the DPD to the student.

Students agree to a general code of conduct that recognizes the need to use their DPD appropriately, whether on or off school grounds or other District facilities, as follows:

1. Ensuring the physical security of their DPD.
2. Maintaining the District-provided configuration, operating system, and applications of the DPD. This includes ensuring that the DPD's security controls are not subverted via "hacks", jailbreaks, roots, security software changes, or changing security settings established by the Information Technology Department.
3. Refraining from sharing or lending their DPD to students, employees, relatives, or other persons.
4. Preventing the storage of inappropriate data on the DPD. This includes but is not limited to images or content that may be deemed harmful to minors.

5. Limiting personal use of the DPD (i.e., for other than educational purposes), such that any personal use has no adverse effect on their or any other student's academic performance, imposes no tangible cost to the District, is not in violation of the District's Responsible Use or other policies, and does not unduly burden the District's resources.
6. Respecting, and not abusing, the District's limited networking, computing, and security resources. This includes taking reasonable and prudent steps to prevent the DPD from unduly burdening or creating a security risk to the District's resources.
7. Cooperating with efforts by the School or District's Information Technology Department to resolve operational or security concerns that they believe may stem from DPD.
8. Ensuring use is ethical and responsible.

**B. Responsibilities for Provision, Care, Maintenance, Repair, and Return**

It is the responsibility of the school administration and teaching staff to assign the required DPD to students promptly, and the responsibility of the students and parents/guardians to maintain their DPD in good condition and to return their DPD on demand to the school for review or redistribution.

DPD are an expensive resource and each student receiving a DPD is entitled to one that functions properly and is in good repair. DPD provided for use by students remain the property of the District. Students are responsible for returning borrowed DPD in good condition, with no more wear and tear than usually results from normal use.

Should a student's DPD be damaged, lost, stolen, or not returned when due, then the District shall identify the fiscally responsible party ("FRP") who assumes responsibility for the cost of repair or replacement of the DPD. The FRP shall be either: the parents/guardians, when the student is under 18 years of age at the time of the incident; or the student, when the student is 18 years of age or older at the time of the incident. In accordance with law, students who cause damage to DPD shall be subject to disciplinary measures and the FRP shall be financially liable for such damages.

When DPD are lost or so damaged that they are no longer usable, the student shall be provided a replacement DPD. However, the FRP shall be responsible for a fine up to the current replacement cost of the DPD. When DPD are damaged but still usable, the District may determine an appropriate fine, in compliance with relevant District policies and California Education Code, less than or equal to replacement cost. Disciplinary action may be taken should a student lose or damage DPDs through intent or negligence. Issuance of a replacement DPD is at the discretion of the school's administration.

If it can be demonstrated to the administration of the school that provided the DPD that the student has taken all reasonable precautions to safeguard the DPD provided to them, the administration may excuse the FRP from payment of a fine.

If a fine is not excused and not paid by the FRP, the District may take progressive steps in accordance with law, Board policy, and administrative regulation. The District may report such incidents to law enforcement agencies.

FRPs may wish to consider insurance for DPD. If interested in such coverage, they should inquire about options with their carrier for homeowners or renter's insurance, or with an insurance agent.

Should a student believe the DPD requires service, the student shall bring the DPD to a location designated by the school. If this location hasn't been designated or is unknown to the student, then the student shall bring it to the school's front office. The student may be provided a replacement DPD or may receive a loaner DPD while the student's DPD is serviced. DPD may only be serviced by the District; no third-party repair companies are authorized to perform any repairs.

#### C. Monitored Use

The District participates in and receives funding from the Federal FCC E-rate program, which mandates that the District be compliant with the federal Children's Internet Protection Act ("CIPA") as amended by the Protecting Children in the 21<sup>st</sup> Century Act. This requires the District to have a Technology Protection Measure ("TPM") in place that actively monitors and restricts access to inappropriate internet content.

All DPD that has Internet access will use the District's TPM. Any attempts to bypass the District's TPM or security measures are prohibited and will result in a loss of privileges. Parents/guardians and students are advised that, despite the District's best efforts, the TPM is unable to restrict access to all potentially offensive and controversial materials.

If a student becomes aware of any security problem with their DPD, they shall immediately report such information to the teacher or other District personnel.

Each student's DPD will be subject to protection and monitoring systems. Any inappropriate material and/or unauthorized configuration changes will be monitored, and appropriate disciplinary procedures will be enforced. The District reserves the right to investigate activities on DPDs, to determine if any wrongdoing occurred. The District reserves the right to monitor students' Internet use with DPD, regardless of whether the DPD is on or off school grounds or other District facilities. If a student is found to have violated Board policies or administrative regulations, then the student's user privileges may be suspended, revoked, canceled or limited, and the violation may result in disciplinary action.

#### D. Privacy

The District may monitor a student's DPD, as the District deems necessary, to:

1. Provide a safe and secure environment for our students.

2. Perform appropriate asset management tasks relevant to the DPD. This may include identifying and resolving malfunctions, upgrading outdated software, and performing other maintenance.
3. Find or disable the device, should it be lost or stolen.

Authorized staff associated with the District's Information Technology Department may remotely login to the DPD to investigate concerns (e.g., network transmission patterns associated with malware are being generated by the DPD).

Students have no right of privacy in the use of a DPD. No warrant or subpoena is required for District officials to obtain or to search DPD in the possession of a student. Education Code section 48901.5 permits the District to regulate use and possession of electronic devices on school premises. Student and parents/guardians who receive DPD agree they are considered the "authorized possessors" of the DPD within the meaning of the California Electronic Communications Privacy Act (Penal Code section 1546 et seq.) to the extent, if any, the Act applies. Accordingly, any student with a DPD, whether on or off of school grounds or other District facilities, is deemed to have consented to a search of the DPD by school authorities if reasonable suspicion of a school violation or federal, state or local law exists, pursuant to all applicable laws and District policies.

#### E. Use of Management Software

DPD may be configured with software that allows the District to manage the device in order to:

1. Establish a safe, secure, and productive environment for the students.
2. Add, change, and remove software and configuration settings.
3. Perform asset tracking, including geolocation.
4. Send notifications and educational content to the DPD.

#### F. Disclaimer

The District makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the network or accounts. Any additional charges a student accrues due to the use of the District's provided technology are to be borne by the student. The District also denies any responsibility for the accuracy or quality of the information obtained through student access. Any statement, accessible on the computer network or the internet, is understood to be the author's individual point of view and not that of the District, its affiliates, or employees.

By permitting a student to use DPD, the parent/guardian agrees to not hold the District or any District employees responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. The parent/guardian agrees to indemnify and hold harmless the District and District personnel for any damages or costs incurred as a result of the student's use and possession of the device.

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