

# **CHROMEBOOK LOAN AGREEMENT**

One (1) Chromebook, charger and case are being lent to the Student and are in good working order. It is the Student's responsibility to care for the equipment and ensure that it is retained in a safe environment.

This equipment is, and at all times remains, the property of the Coldwater EVSD (the "District") and is herewith lent to the student for educational purposes only for the academic school year. The student may not deface or destroy this property in any way. Inappropriate use of the machine may result in the student losing his or her right to use the Chromebook. The equipment will be returned when requested by the District, or sooner, if the student withdraws from the District prior to the end of the school year.

The District property may be used by the Student only for non-commercial purposes, in accordance with District's policies and rules, the District Acceptable Use Policy, as well as all applicable laws and regulations.

Student may not install or use any software other than software owned or approved by the District and made available to the Student in accordance with this Chromebook Loan Agreement.

One user with specific privileges and capabilities has been set up on the Chromebook for the exclusive use of the Student to which it has been assigned. The Student agrees to make no attempts to change or allow others to change the privileges and capabilities of this user account.

The student may not make any attempt to add, delete, access, or modify other users' accounts on the Chromebook or on any school owned computer.

The District network is provided for the academic use of all students and staff. The Student agrees to take no action that would interfere with the efficient, academic use of the network.

Identification labels have been placed on the Chromebook. Student agrees not to remove or modify these labels. If the labels become damaged or missing, contact tech support for replacement. Student agrees not to affix additional stickers, labels, tags, or markings of any kind to the machine.

An email account will be available for each Student to use for appropriate academic communication with other students and staff members only. This email is for communication within the school district.

Student agrees to use best efforts to ensure that the District property is not damaged or rendered inoperable by any malicious code or program, including, but not limited to bugs, spyware, viruses, and worms.

The Student acknowledges and agrees that the Student's use of the District property is a privilege and that by the Student's agreement to the terms of this Chromebook Loan Agreement, the Student acknowledges the Student's responsibility to protect and safeguard the District property and to return the same in good condition upon request by the District.

## **Responsibilities**

### **Parent Responsibilities**

Your son/daughter has been issued a Chromebook to improve and personalize his/her education this year. It is essential that the following guidelines be followed to ensure the safe, efficient, and ethical operation of this computer:

- I will supervise my child's use of the Chromebook at home.
- I will discuss our family's values and expectations regarding the use of the Internet and email at home.
- I will supervise my child's use of the Internet and email.
- I will not attempt to repair the Chromebook, nor will I attempt clean it with anything other than a soft, dry cloth.
- I will report to the school any problems with the Chromebook.
- I will not load or delete any software from the Chromebook.
- I will make sure my child recharges the Chromebook battery nightly.
- I will make sure my child brings the Chromebook to school every day.
- I understand that if my child comes to school without the Chromebook, I may be called to bring it to school.
- I agree to make sure that the Chromebook is returned to school when requested and upon my child's withdrawal from Coldwater EVSD.

### **Student Responsibilities**

Your Chromebook is an important learning tool and is to be used for educational purposes only. In order to take your Chromebook home each day, you must be willing to accept the follow responsibilities:

- When using the Chromebook at home, at school, and anywhere else I may take it, I will follow the policies of Coldwater EVSD, including, but not limited to the Student Code of Conduct and Acceptable Use Policy, and abide by all local, state, and federal laws and regulations.
- I will treat the Chromebook with care by not dropping it, getting it wet, leaving it outdoors, or using it with food or drink nearby, and I will keep my Chromebook in my school issued protective case when not in use.
- I will not lend the Chromebook to anyone, not even my friends or siblings; it will stay in my possession at all times or stored in a secure location.

- I will not load software that is inappropriate for school onto the Chromebook.
- I will not use my Chromebook with personal email accounts.
- I will not remove programs or files from the Chromebook, that have not been authorized by the school.
- I will not give personal information when using the Chromebook.
- I will bring the Chromebook to school every day.
- I agree that email (or any other computer communication) should be used only for appropriate, legitimate, and responsible communication.
- I will keep all accounts and passwords assigned to me secure, and will not share these with any other students.
- I will not attempt to repair the Chromebook.
- I will return the Chromebook when requested and upon my withdrawal from Coldwater EVSD.

## **Student Chromebook Use Agreement**

Coldwater EVSD encourages students to utilize technology to promote excellence in our schools by developing resource sharing, innovation and communication skills that are essential to both life and work. Students should use all District-owned or provided technology and technology, including Chromebooks and the Internet, in an appropriate manner-and in support of education and research, consistent with the educational objectives of Coldwater EVSD.

Student use of District-owned or provided technology is a privilege and students are responsible for the appropriate use of all electronic devices and technology media that are provided by the Coldwater EVSD. Technology for purposes of this Agreement includes, but is not limited to: Chromebooks, computers, other hardware, electronic devices, software, Internet, e-mail, and networks. This Agreement, in conjunction with Coldwater EVSD Board of Education Policy, Acceptable Use and Internet Safety for the Computer Network of the Coldwater EVSD, sets forth the general guidelines and expectations regarding student use of Chromebooks issued by the Coldwater EVSD.

### A. General Terms and Conditions of Use

#### 1. Purpose

District-provided Chromebooks are intended to be used exclusively in connection with the instructional and educational activities of the School District, to enhance the quality of student learning. Inappropriate use by a student of a District-provided Chromebook, including, but not limited to-obscene, pornographic, harassing, threatening, bullying, intimidating, or other inappropriate activities through the use of e-mail, instant messaging, web pages, social media, or other hardware or software present on the Chromebook, which inappropriate use disrupts or

otherwise interferes with the safety and welfare of the school community is prohibited, even if such use takes place off school property (i.e.-home, business, private property, etc.).

a. Specifically Prohibited Uses

- b. Transmission of any material in violation of federal, state, or local law, School Board Policy, regulation or the Student Code of Conduct is prohibited. This includes, but is not limited to, unauthorized use of copyrighted material; threatening, obscene, or pornographic material; unauthorized use of materials or information protected by trade secret; uploaded or created computer viruses; and photos or any material that might be considered to be harassing, obscene or bullying to another student, faculty or staff member. The illegal use, distribution or transfer of copyrighted material on the Chromebook is strictly prohibited.
- c. Use of the Chromebook for commercial activities is prohibited unless explicitly permitted by the Board of Education in advance and in writing. Commercial activity includes, but is not limited to, the following:
- any activity that requires an exchange of money and/or credit card numbers;
  - any activity that requires entry into an area of service for which the school will be charged a fee;
  - a purchase or sale of any kind; and
  - any use for product advertisement or political lobbying.

B. Acceptable Use During the Instructional Day

The following rules are in effect during the instructional day for all Coldwater EVSD students who are issued Chromebooks pursuant to this Agreement, unless otherwise directed by a teacher or administrator:

- Student is responsible for bringing the Chromebook to class every day.
- Instant messages; and/or accessing personal web pages or social media pages with the Chromebook during the instructional day are prohibited unless approved by instructional staff member.
- Student is responsible for protecting the Chromebook at all times. The Chromebook must remain in an approved case when not in use.
- Headphones may be used with the Chromebook during the instructional day, as long as the use does not interfere with the instructional program or otherwise instructed by the teacher or administrator.
- Accessing chat rooms is permitted only as a part of an approved instructional program by a teacher or administrator.

C. Maintenance and Other Restrictions

- It is the responsibility of each student to ensure that personal, student-loaded files do not consume memory space needed for instructional or educational requirements.
- The Chromebook must only be cleaned with approved cleaners.
- Stickers or other adhesives may not be placed on the Chromebook.
- Pornographic or obscene images, language or materials, including screen savers, backdrops, and/or pictures, are prohibited.

- File sharing must be approved and directed by the teacher or administrator.

#### D. Privacy, Personal Responsibility and Integrity

All who use technology resources must recognize that the work of users is valuable; therefore, every user must respect the privacy of others. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent or assume the identity of other users. Students are not permitted to use District-provided technology, including, but not limited to Chromebooks, to post or share videos or other data on the internet relating to other students, faculty or staff.

To protect students, the filtering software will filter or block Internet access to inappropriate material. Students may not intentionally or unintentionally remove, obstruct or otherwise circumvent the filtering software at any time.

All students are expected to behave responsibly and with integrity when using technology. These responsibilities include, but are not limited to, the following:

- Technology is to be used exclusively for school related purposes during the instructional day.
- Revealing personal information about yourself online is discouraged and revealing unauthorized information about others is prohibited.
- Do not copy, change, read, or use files in another user's storage area (such as hard drive or network space, e-mail, personal folders, etc.) without the user's permission.
- Do not modify, tamper with, or attempt to modify the Internet filtering.

Because the Chromebooks are property of the Coldwater EVSD, and as such are public property, the use thereof can and will be monitored in accordance with applicable Board Policy. Furthermore, all District -provided Chromebook users are advised that there is no expectation of privacy when using the District-provided Chromebooks.

#### E. Security

Security on any electronic system is a high priority. Attempts of a user to log on to the network using another's identity are prohibited. Bypassing or attempting to bypass filtering software is prohibited. All security problems must be reported to an administrator-immediately.

#### F. Alteration of Computer Configurations

Altering or modifying the original pre-set software is prohibited. Examples include, but are not limited to the following:

- Loading software applications not authorized by Technology staff.
- Changing the desktop or background picture.
- Changing the Chromebook name.
- Changing or removing operating system extensions.
- Altering security/filtering software.
- Altering the pre-loaded operating system or applications.
- Taking apart the Chromebook for access to internal parts.

## G. Inspection and Copying of Correspondence

All correspondence transmitted on or from the Chromebook is subject to availability for inspection and copying in accordance to O.R.C. Section 149.43.

## H. Repairs

Absolutely ALL repairs will be completed by Coldwater EVSD Technology Staff. No student or staff has permission to alter, repair or attempt to alter or repair the Chromebook in any way.

## I. Violation of this Agreement

Violations of this Agreement, or any other School Board Policy relating to the use of technology and the internet, will result in serious disciplinary action, which may include an arrest if federal, state or local law is violated. Examples of illegal violations may include computer hacking or trespassing, harassment or threats via Chromebook, and computer fraud. Ignorance of the policies and/or laws will not excuse an infraction.

Other actions for violations may include long-term suspension, expulsion, or any action deemed appropriate by the Administration in accordance with the Student Code of Conduct and Coldwater EVSD Board of Education Policies, Student Discipline, and Removal, Suspension, Expulsion and Permanent Exclusion of Students, as applicable.

Possible Dispositions for Violations (one or more may apply):

- Student Conference
- Parent Contact
- Conference with Parent
- Removal of unauthorized files and folders
- Saturday School
- In-School Suspension
- Out-of-School Suspension
- School Resource Officer/Law Enforcement Agencies
- Court Referral
- Restitution
- Community Service
- Revocation of Chromebook Access and Use
- RECOMMENDATION FOR EXPULSION TO THE SUPERINTENDENT

## J. Technology Program

1. This Agreement and Technology Program participation covers the Chromebook loaned to the student. Accessories (charger and case) and damages valued at less than \$75 are NOT covered and are the sole responsibility of the student. Coverage is limited to a maximum of one (1) claim per 3-year period per student. A student with a damaged Chromebook over \$75 will have the option to use their one-time deductible of \$75 or pay the cost of the damage in total. This maintains their \$75 deductible for the remainder of the 3 year period. All claims involving theft will require a police report. If the Chromebook is lost or damaged a second or subsequent time, the student will pay the full amount to repair or replace the Chromebook. The Administration reserves the right to deal with the student and the Chromebook on a case-by-case basis.

## 2. Effective and Expiration

This coverage is effective from the date this required form is received by the school through the date at which the Chromebook is required to be returned in good order to the school. Refunds will not be provided.

The Chromebook is the sole and exclusive property of the Coldwater EVSD. The District reserves the right to inspect the Chromebook at any time.

In accordance with Board Policy, Acceptable Use and Internet Safety for the Computer Network of the Coldwater EVSD, the student and parent will be held liable for the assigned Chromebook until the designated due date. The Chromebook must be in the same working order as it was when it was checked out/issued. The parent of the student will be held responsible for the Chromebook if stolen, lost, or damaged. Failure to return the Chromebook, or the return of a damaged machine, may result in legal action.

## **ACCEPTABLE USE AND INTERNET SAFETY FOR THE COMPUTER NETWORK OF THE COLDWATER EVSD**

The Coldwater EVSD is pleased to make available to students, access to interconnected computer-systems within the District and to the Internet, the world-wide network that provides various means of accessing significant educational materials and opportunities.

In order for the School District to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the School's teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Below is the Acceptable Use and Internet Safety Policy ("Policy") of the School District and the Data Acquisition Site that provides Internet access to the School District. Upon reviewing, signing, and returning this Policy, as the students have been directed, each student will be given the opportunity to enjoy Internet access at School and is agreeing to follow the Policy. If a student is under eighteen (18) years of age, she/he must have his/her parents or guardians read and sign the Policy. The School District cannot provide access to any student who, if eighteen (18) or older, fails to sign and submit the Policy to the School as directed or, if under eighteen (18), does not return the Policy as directed with the signatures of the student and his/her parents or guardians.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the person that your School has designated as the one to whom you can direct your questions. If any user violates this Policy, the student's access will be denied, if not already provided, or withdrawn and she/he may be subject to additional disciplinary action.

## **A. PERSONAL RESPONSIBILITY**

By signing this policy, you are agreeing not only to follow the rules in this policy, but are agreeing to report any misuse of the network to the person designated by the School for such reporting. Misuse means any violations of this policy or any other use that is not included in the policy, but has the effect of harming another or his/her property.

## **B. TERM OF THE PERMITTED USE**

A student who submits to the School, as directed, a properly signed policy and follows the policy to which she/he has agreed will have computer network and Internet access during the course of the school year only. Students will be asked to sign a new policy each year during which they are students in the School District before they are given an access account.

## **C. ACCEPTABLE USES**

1. **Educational Purposes Only.** The School District is providing access to its computer networks and the Internet for only educational purposes. If you have any doubt about whether a contemplated activity is educational, you may consult with the person(s) designated by the School to help you decide if a use is appropriate.
2. **Unacceptable Uses of Network.**

Among the uses that are considered unacceptable and which constitute a violation of this Policy are the following:

- a. uses that violate the law or encourage others to violate the law, transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited, by the School District's Student Discipline Policy; view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
- b. uses that cause harm to others or damage to their property. For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "trojan horse," "time bomb" or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, networks, or information systems.
- c. uses that jeopardize the security of student access and of the computer network or other networks on the Internet. For example, don't disclose or share your password with others; don't impersonate another user.
- d. uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. You should not give others private information about you or others,



including credit card numbers and social security numbers.

3. **Netiquette.** All users must abide by rules of network etiquette, which include the following:
  - a. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
  - b. Avoid language and uses which may be offensive to other users. Don't use access to make, distribute, or redistribute jokes, stories, or other material which is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
  - c. Don't assume that a sender of e-mail is giving his/her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should only be done with permission or when you know that the individual would have no objection.
  - d. Be considerate when sending attachments with e-mail (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format which the recipient can open.

#### **D. INTERNET SAFETY**

1. **General Warning; Individual Responsibility of Parents and Users.** All users and their parents/ guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged students. Every user must take responsibility for his/her use of the computer network and Internet, and make every attempt to stay away from these sites. Parents of minors are the best guide to materials to shun. If a student finds that other users are visiting offensive or harmful sites, she/he should report such use to the person designated by the School.
2. **Personal Safety.** Be safe. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet without your parent's permission (if you are under eighteen (18)). Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.
3. **"Hacking" and Other Illegal Activities.** It is a violation of this Policy to use the School's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates State or Federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
4. **Confidentiality of Student Information.** Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is eighteen (18) or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on, the Internet, particularly credit card numbers and Social Security numbers. A

supervising teacher or administrator may authorize the release of directory information, as defined by Ohio law, for internal administrative purposes or approved educational projects and activities.

- 5. Active Restriction Measures.** The School, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The School will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material which is inappropriate for minors, as defined by the Communication Act of 1934 (47 USC Section 254 (h) (7)).

## **E. PRIVACY**

Network and Internet access is provided as a tool for your education. The School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the School District and no user shall have any expectation of privacy regarding such materials.

## **F. FAILURE TO FOLLOW POLICY**

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this Policy, shall at a minimum, have his/her access to the computer network and Internet terminated, which the School District may refuse to reinstate for the remainder of the student's enrollment in the School District. A user violates this policy by his/her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Policy if she/he permits another to use his/her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The School District may also take other disciplinary action in such circumstances.

## **G. WARRANTIES/ INDEMNIFICATION**

The School District makes no warranties of any kind, either express or implied, in connection with its provision, of access to and use of its computer networks and the Internet provided under this Policy.

It shall not be responsible for any claims, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user or his/her parent(s) or guardian(s) arising out of the user's use of its computer networks or the Internet under this Policy. By signing this Policy, users are taking full responsibility for his/her use, and the user who is eighteen (18) or older or, in the case of a user under eighteen (18), the parent(s) or guardian(s) are agreeing to indemnify and hold the School, the School District, the Data Acquisition Site that provides the computer and Internet access opportunity to the School District and all of their administration, teachers, and staff harmless from any and all loss, costs, claims or, damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with the School in the event of the School's initiating an investigation of a user's

use of his/her access to its computer network and the Internet, whether that use is on a School computer or on another computer outside the School District's network.

## **H. UPDATES**

Users, and if appropriate, the user's parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new Policy, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new Policy must be signed if the user wishes to continue to receive service. If after you have provided your account information, some or all of the information changes, you must notify the person designated by the School to receive such information.

### **Coldwater EVSD Acceptable Use Policy**

Use of the Internet is a privilege, not a right. The Board of Education's Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented the use of a Technology Protection Measure which is a specific technology that will protect against (e.g., block/filter) Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of students in an effort to restrict access to pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and/or services on the Internet which the Board has not authorized for educational purposes and/or which they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parent/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Students accessing the Internet through the schools' computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board has the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

As the **parent/guardian** of this student, I have read the Student Network and Internet Acceptable Use and Safety Policy and Guidelines, and have discussed them with my child. I understand that student access to the Internet is designed for educational purposes and that the Board has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minors. However, I recognize that it is impossible for the Board to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the Board (or any of its employees, administrators or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communication to my child guidance concerning his/her acceptable use of the Internet. I further understand that individuals and families may be liable for violations. To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in my child upon creation, I agree to assign those rights to the Board.