



# ENCINITAS UNION SCHOOL DISTRICT

## ONE-TO-ONE DIGITAL LEARNING PROGRAM

### Student/Parent or Guardian Participation Agreement

(Including Student Responsible Use Agreement  
for Using District-Owned Technology)

#### Overview

As part of the Proposition P technology upgrades and to promote education excellence and innovation in the classroom, Encinitas Union School District (EUSD or District) is pleased to offer students access to District-owned iPad devices (device) to perform school work at school and from home and various off-campus locations. The District-owned device is for school-related work as a productivity tool, curriculum tool, and for research and communication. It is not a replacement for any computers or other technology devices you own personally, and is not for personal use.

Access to District-owned devices will be provided to students who agree to act in a considerate and responsible manner. At the beginning of each new school year, students and their parents will be required to initial the Mandatory Signature Sheet acknowledging acceptance of their responsibilities for using District-owned technology, as outlined in this One-to-One Digital Learning Program Student/Parent or Guardian Participation Agreement. This document needs to be understood and signed before the student is allowed access to a District-owned device or to the Internet at the school site.

To enhance a student's education, District-owned devices will be used to conduct research, access curriculum resources, enhance parent involvement, complete assignments, and communicate with others. Use of the mobile device is a privilege, not a right; as such, general rules of school behavior apply. Just as students are responsible for good behavior in a classroom and on school grounds, they must also be responsible when using District-owned iPad devices and computer networks.

**Any student violating these rules may have his/her use modified or terminated and future use altered or denied.** Disciplinary action may also result. If criminal activity is discovered, the proper law enforcement authorities will be notified. Disciplinary action for students shall be in accordance with existing discipline policies and may include suspension or expulsion in accordance with the laws of the State of California and EUSD policy.

#### Security and Safety

It is important to note that security and safety is a priority when using District-owned devices. Student activity on the network is monitored and any inappropriate activity, should it occur, is noted and sent automatically to the teacher and principal for corrective action. All teachers have been given training on Internet safety and appropriate use, and will communicate the expectations of use with their students.

Since the device and some of the Internet-based computing applications are being accessed at home and at school, it is important to note the specific safety/security and acceptable use concerns that could exist and how those situations will be handled.

EUSD provides students with a filtered and secure protected environment within the EUSD computer network as well as off campus when using the district-assigned iPad. Monitoring internet use off campus is the responsibility of the student and parent or guardian. Any inappropriate applications, documents, content, images,

or sound-bites accessed and/or downloaded on the District-owned device at home then brought to school will be handled in accordance with our progressive discipline guidelines that are published in each school site handbook.

### Theft or Loss

If the device is lost or stolen on school property, report it immediately to the teacher and school site principal. For theft or loss off campus, the device should also be reported to the local police department. A copy of the police report must be sent to the District within 48 hours of the discovery of the loss.

### Upgrades and Troubleshooting

Should a District-owned device require servicing or upgrades that result in loss of access during school hours, a replacement will be issued at the school site.

### Software Licensing

The District-owned device will be configured with a standard suite of application programs that are appropriate for student use. It is also possible that other applications will be provided by the District. Software or applications of any type, may not be installed on a District-owned device by anyone other than authorized EUSD staff members.

### Responsibility

While using District-owned devices on or near school property, in vehicles and buses, at school-sponsored activities, as well as off campus, each student must act in an appropriate manner consistent with school, District, and legal guidelines. It is the duty of school personnel and the student's parent or guardian to educate the student about his/her responsibilities for usage of District-owned devices, and to communicate those expectations when using a device. The student and parent or guardian must then acknowledge their acceptance for usage by signing the Mandatory Signature Sheet, indicating they have read and accept all terms included in this One-to-One Digital Learning Program Student/Parent or Guardian Participation Agreement.

It is the responsibility of students and their parents/guardians to take appropriate precautions to prevent damage to, or loss/theft of, District-owned devices in their care. Parents have the option to purchase annual insurance that will cover accidental damage to a District-owned iPad that occurs off of school grounds. **The student and their parent or guardian will be held responsible for costs to repair or replace the device if the damage or loss is due to negligence or intentional misconduct.** Policies for appropriate use of District property as identified in the EUSD Board of Trustees Policies and Regulations, which can be viewed on the District website, may be used to determine whether liability is due to negligent behavior.

There are battery requirements associated with iPad usage. Batteries in the iPads should hold at least a 4-hour charge. Charging capability and opportunity during the school day will be limited. Therefore, once the device is approved for home usage, students are expected to charge their device nightly. Students coming to school with limited battery charge may face interruption or limited mobility with their iPad usage. Students needing a charger to use at home should make arrangements to check one out with their classroom teacher. **Parents are financially responsible for the cost of the charger if it is lost or damaged at home.**

### Consequences of Misuse and/or Violation of the Provision of this Agreement

Misuse of District-owned technology devices on or near school property, in school vehicles and buses, at school-sponsored activities, as well as off campus, may result in disciplinary action up to and including expulsion from schools in the District. This Agreement shall be used in conjunction with EUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter.

Students, parents, and guardians shall recognize that the nature of the use of District-owned devices and technology resources extends outside of school itself and into off-campus locations, such as homes. The District's jurisdiction to enforce student behavior and discipline policies and rules shall apply whether the misuse or violation is at school or away from school, as long as the District's technology resources are being used for inappropriate behavior. EUSD discipline policies and rules shall also apply to non-district devices if the use of the device causes a substantial disruption of learning at the school site and/or within the district.

## Limitation of Liability

EUSD or its administrators, teachers, school sites, or Board of Trustees shall not be responsible for any damages suffered by the student, including those arising from non-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. Use of any information obtained via the Internet or communications technologies is at the student's own risk. EUSD specifically denies any responsibility for the accuracy or quality of information obtained through the Internet. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The student and his/her parent and/or guardian shall indemnify and hold EUSD harmless from any losses sustained as the result of use or misuse of the District's technology resources by the student.

## Compliance With Children's Internet Protection Act 2001 (CIPA)

In accordance with the Children's Internet Protection Act (CIPA) we will need parent permission for students under 13 to use some of the online tools, such as Google Drive and Edmodo. Tools like these will be used for educational purposes only and all data will be private\*. Students will be using these types of tools for turning in assignments, taking tests, and participating in class discussions. Additionally these types of digital tools will be used by your student to create and collaborate on documents, spreadsheets, and presentations.

## Compliance With California's Student Online Personal Information Protection Act (SOPIPA)

Enacted in 2014, California's Student Online Personal Information Protection Act ("SOPIPA") is a comprehensive student privacy law. SOPIPA applies to K-12 websites and mobile applications.

This law prohibits K-12 mobile and online service operators from using student information to target advertisements to students; prohibits online service providers from creating K-12 student profiles for commercial purposes; and forbids companies from selling student information. SOPIPA requires all educational vendors to comply with these student protections and EUSD requires all digital education vendors to be in compliance.

Terms of use for District-owned technology devices are as follows:

1. The device is the property of EUSD. The technology resources shall only be used to access educational information and to promote learning activities both at school and home, including the facilitation of communication between the home and school. **It is only for the use of the student to whom it is assigned.**
2. Students will use only their password to access the Internet and will not knowingly give one's password to others or use another person's password (this includes brothers, sisters, friends, etc.).
3. The device will be issued to each student at the beginning of the school year and **students will return their District-owned device during extended school holidays and at the end of the school year.**
4. The device must be at school during regularly scheduled school days in order to be utilized by the student, and used in the classroom for the purpose of accessing and completing school-related work. The student will be responsible to transport the device to and from school in a safe and secure manner.
5. The device may be taken home or to other locations outside of school hours by the student at the discretion of the classroom teacher. The student and their parent or guardian, however, is responsible, at all times, for the care and appropriate use of the device. Proper use of the case is required for all District-owned devices. **Students using a District-owned technology device who travel outside the United States will need permission from the school site principal and the District IT department before the device is permitted to leave the country.**
6. Virtual and physical vandalism will not be tolerated. Any intentional act by a student that damages or interferes with the performance of District technology hardware, software, operating systems, and/or communication systems will be considered vandalism and will be subject to school discipline and/or appropriate criminal or civil action. Students will keep their devices clean, with no attached stickers or other items that might deface or damage the device's finish, screen, or other components.

7. Each device is equipped with security software that will prevent the loss of data if the device is lost or stolen. It is essential that the student assigned a device notify his/her principal immediately if the device is lost or stolen. GPS tracking may be used on District-owned devices.
8. Not all access to the Internet can be supervised. Students agree not to send, access, submit, publish, display, share, or print inappropriate material, including any impolite, defamatory, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material over the Internet or EUSD network. Cyber bullying is specifically prohibited. Any recipient of cyber bullying should immediately report the incident to their teacher or other staff member.
9. No attempt to load and/or use additional software on the device will be made without permission. No attempts will be made without school permission to modify or reconfigure the software image loaded on the device.
10. The District uses a software filter to block known inappropriate websites and prohibit access to harmful materials accessed from a district-owned device both while at school and while off campus. Under any circumstances, filtering technology is not perfect and, therefore, may interfere with legitimate educational purposes and allow some objectionable material to be viewed. Therefore, parent(s)/guardian(s) must monitor student use of the device while off campus.
11. The use of District-owned technology devices is not private; students should not expect that files stored on or transmitted via the District's resources will be confidential. All digital transmissions are subject to inspection and/or monitoring by District employees and other officials. Digital storage is EUSD property and, as such, network administrators will review files and communications to maintain system integrity and ensure that students are using technology responsibly. Device memory will be maintained to ensure sufficient storage space for the efficient use of the device at school
12. EUSD denies any responsibility for the accuracy of information obtained from the Internet or online resources. Copyright ©, Trademark ™, and/or Registered ®, laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, which are used in student projects or reports must be properly cited. Copyrighted, Trademarked or Registered materials may not be placed on the Internet without the permission of the author and/or rights holder.
13. Students shall not post or transmit their own or other's personal information such as home addresses, telephone numbers, last names, email addresses, photos, or other personal identifying information.
14. The device is configured to be used on the District wireless network. The District will not be able to assist you at your home in order to connect the device to other internet providers. Do not change the device configuration to render it unable to connect to the District wireless network. All student devices will be managed and synced within the school network. Attempting to sync on a personal computer could result in all data being wiped from the device.
15. The device may need regular maintenance and upgrades from the EUSD Technology department. Students will be notified when this becomes necessary.
16. It is the responsibility of the student, parent, or guardian to take every precaution in preventing damage and loss or theft of the device. **The student's parent or guardian is financially responsible to replace the device and its accessories should a loss, theft or irresponsible damage occur.** Families can buy into a District insurance plan that covers accidental damage, including screen breakage.
17. Students will immediately report all malfunctions, damage, or loss of a device to a classroom teacher or technology support staff member at their school.

Board Policy #6163.4 <http://www.gamutonline.net/district/encinitasunion/DisplayPolicy/667496/6>

Administrative Policy #6163.4

<http://www.gamutonline.net/district/encinitasunion/DisplayPolicy/667497/6>

\*see the District multimedia agreement for details.