

# Maquoketa Valley Community School District - COMPUTER USE AGREEMENT

Please read the entire document carefully.

This agreement is made effective for general use of computers at the school site and upon receipt of a 1:1 laptop computer between the Maquoketa Valley Community School District (MVCSD), the student receiving a laptop ("Student"), and his/her parent(s) or legal guardian ("Parent"). The Student and Parent(s), in consideration of being provided with a laptop computer, software, and related materials (the "Computer") for use while a student is at Maquoketa Valley Community School District, hereby agree as follows:

## **1. EQUIPMENT**

**1.1 Ownership:** MVCSD retains sole right of possession of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this document. Moreover, MVCSD administrative staff retains the right to collect and/or inspect the Computer at any time, including via electronic remote access and/or location based tracking, and to alter, add or delete installed software or hardware.

**1.2 Equipment Provided:** Efforts are made to keep all laptops configurations the same. All Computers include a protective carrying case for students in grades 9-12, software, and other miscellaneous items. MVCSD will retain records of the serial numbers of provided equipment.

**1.3 Substitution of Equipment:** In the event the Computer is inoperable, MVCSD has a limited number of spare laptops for use, at the discretion of the administration, while the Computer is repaired or replaced. However, it cannot guarantee a loaner will be available at all times. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a broken Computer or to avoid using the Computer due to loss or damage. Please note that if the Student forgets to bring the Computer or power adapter to school, a substitute will not be provided except for unusual circumstances at the discretion of the teacher or administration.

**1.4 Responsibility for Electronic Data:** The Student is solely responsible for any non-MVCSD installed software and for any data stored on the Computer. It is the sole responsibility of the Student to backup such data often as necessary. MVCSD provides a means for backup along with directions but MVCSD does not accept responsibility for any such software.

## **2. DAMAGE OR LOSS TO EQUIPMENT**

**2.1 Insurance and deductible:** MVCSD has purchased insurance, which provides the broadest perils of loss regularly available. This insurance coverage is subject to a per loss deductible.

**2.2 Responsibility for Damage:** The Student is responsible for maintaining a 100% working Computer at all times. The Student shall use reasonable care to ensure that the Computer is not damaged. Refer to the Standards for Proper Care below for a description of expected care (section 4). In the event of damage not covered by the warranty, the Student and Parent will be billed a fee according to the following schedule:

- First incident – up to \$100
- Second incident – up to \$100
- Third incident – up to full cost of repair or replacement

**MVCSD reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to gross negligence as determined by administration.** Examples of gross

negligence include, but are not limited to:

- Leaving equipment unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked laptop while at school. (See the Standards for Proper Care document for definitions of “attended,” “unattended,” and “locked.”)
- Lending equipment to others, other than one’s parents/guardians.
- Using equipment in an unsafe environment.
- Using the equipment in an unsafe manner. (See the Standards for Proper Care document for guidelines of proper use).

### **2.3 Responsibility for Loss or Theft:**

- In the event the Computer is lost, the Student and Parent will be billed the full cost of replacement.
- In the event the Computer is stolen, a police report must be filed.
- In either scenario, if the computer is recovered in undamaged condition within a reasonable time frame, the payment may be refunded.

**2.4 Actions Required in the Event of Damage or Loss:** Report the problem immediately to the Technology Staff or School Principal. If the Computer is stolen or vandalized while not at Maquoketa Valley Schools or a school-sponsored event, the Parent shall also file a police report.

**2.5 Technical Support and Repair:** MVCSD does not guarantee the Computer will always be operable, but will always make technical support, maintenance and repair available during normal school hours.

## **3. LEGAL AND ETHICAL USE REGULATIONS**

**3.1 Monitoring:** MVCSD will monitor computer use using a variety of methods – including electronic remote access and tracking – to assure compliance with MVCSD’s Legal and Ethical Use Regulations and the MVCSD Appropriate Use Policy.

**3.2 Legal and Ethical Use:** All aspects of MVCSD Computer Use Agreement remain in effect, except as mentioned in this section.

**3.3 File-sharing and File-sharing Programs:** The installation and/or use of any Internet based file sharing tools are explicitly prohibited. File-sharing programs and protocols like: Bit Torrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video and images).

### **3.4 Allowable Customizations:**

- The Student is permitted to alter or add files to customize the assigned Computer to their own working styles (i.e., background screens, default fonts, and other system preferences).
- The Student is permitted to download music to iTunes, but cannot download or install any other software without permission from the MVCSD Technology Staff.

**3.5 Copyright Laws:** The Student will not duplicate nor distribute copyrighted materials other than a back-up copy of those items the Student legally owns.

## **4. STANDARDS FOR PROPER COMPUTER CARE**

**4.1 Student Laptop Program Acknowledgement Form:** The Student is expected to follow all the specific guidelines listed in the Computer Use Agreement herein, and take any additional common sense

precautions to protect their assigned Computer. These same rules apply to loaner and stationary computers used on the school premises. **Loss or damage resulting in failure to abide by the details below may result in full-financial responsibility.**

#### 4.2 The Student's Responsibilities

- Treat the equipment with as much care as if it were your own property.
- Bring the Computer and charging unit to MVCSD every school day. (If the Student forgets his/her equipment, substitutes will NOT be provided, except for unusual circumstances at the discretion of the teacher or administrator).
- Keep the Computer either secured (i.e., home or other secure place where others do not have access) or attended (with you or within your sight) at all times. Keep the Computer stored in a secure place (i.e., locked in a locked locker or other suitable place) when the Student cannot directly monitor it. For example, during athletic events, games, practices and trips, store the Computer in a secure place assigned by your coach/sponsor and arrange to return to school to retrieve it after the activity. It is "best practice" to leave the Computer in the Student's issued locked locker. Laptops left in bags and backpacks, or in unattended classrooms are considered "unattended" and may be confiscated by school personnel as a protection against theft. Unattended and unlocked equipment, if stolen – even at school – will be the Student's full financial responsibility.
- Avoid use in situations that are conducive to loss or damage. For example, never leave the Computer in school vans, in the gym, in a locker room, on playing fields, in the care of another student/teacher, or in other areas where it could be damaged or stolen. Avoid storing the Computer in a car for long periods of time. **\*Avoid leaving the Computer in environments with excessively hot or cold temperatures.** If the Computer must be stored in a car for a short period of time, it must be kept out of plain view to avoid theft.
- The Student will keep the laptop lid fully closed whenever it is moved from one point to another. When passing from class to class the Student must place the Computer in the given computer sleeve / bag.
- The Computer is to be used only by the assigned Student. The Student's parents or guardians also are granted access to use the Computer. Loss or damage that occurs when anyone else is using the Computer will be the Student's full responsibility.
- Adhere to MVCSD Computer Use Agreement at all times and in all locations. When in doubt about acceptable use, ask the Technology Staff, teachers, or your Building Principal.
- Regularly back up all necessary data stored on the Computer. Never consider any electronic information safe when stored on only one device.
- Read and follow general maintenance alerts from school technology personnel.
- The Student understands their issued Computer is subject to random checks and he/she will be responsible to maintain a laptop that hosts data and materials deemed appropriate by school administration.

#### 4.3 How to Handle Problems

- Promptly report any problems to the Technology Staff or Building Principal immediately.
- Don't force anything (e.g., connections, popped-off keys, DVD/CDs). Seek help instead.
- When in doubt, ask for help.

#### 4.4 General Care

- Do not attempt to remove or change the physical structure of the Computer, including the keys,

screen cover or plastic casing. Doing so will void the warranty, and families will be responsible for 100% percent of the repair or replacement cost.

- Do not remove or interfere with the serial number or any identification placed on the computer.
- Do not do anything to the Computer/bag that will permanently alter it in any way. (The Student can apply identifiers to the Computer/bags as long as they are completely removable and do not damage or leave any markings).
- Keep the equipment clean. For example, avoid touching the screen and NEVER eat or drink while using the Computer. \*Note: The warranty does not cover damage to the Computer due to exposure to bodily fluids, blood borne pathogens or nicotine smoke.

#### **4.5 Carrying the Computer**

- Always completely close the lid and wait for the Computer to enter Sleep mode before moving it, even for short distances. Movement while the Computer is on can result in permanent damage to the hard-drive and therefore the loss of all data. Sleep mode is sufficient.
- Always store the Computer in the laptop bag provided for students in grades 9-12. Students in grades 6-8 store in your assigned computer cart. \*Note: do not store anything (e.g., cords, papers or disks) in the area within the laptop case designed for the Computer other than the Computer itself and the Computer parts as this may damage the screen.
- Do not grab and squeeze the Computer, as this can damage the screen and other components.

#### **4.6 Screen Care**

- The Computer screen can be easily damaged if proper care is not taken. Broken screens are NOT covered by warranty and can cost over \$800 to replace. Screens are particularly sensitive to damage from excessive pressure.
- Do not touch the Computer screen with anything (e.g., your finger, pen, pencil, etc.) other than approved Computer screen cleaners.
- Clean the screen with a soft, dry anti-static cloth or with a screen cleaner designed specifically for LCD type screens. See Technology Staff or Building Principal for assistance in cleaning your computer properly. The school supplies cleaning materials and special cleaning cloths.
- Never leave any object on the keyboard, i.e. pens, pencils, and papers with staples left on the keyboard are guaranteed to crack or severely scratch the screen when the lid is closed, thus resulting in a charge of over \$800.

#### **4.7 DVD/CD-RW (Optical Drive)**

- Never force a disc into the slot. This can cause permanent damage and voids the computer warranty.
- Keep discs clean and store them in a cover to prevent dust from entering the Computer. Always remove CDs and DVDs when they are not in use – this preserves battery life.

#### **4.8 Battery Life and Charging**

- HS students arrive at school each day with a fully charged battery. Establish a routine at home whereby the Student takes responsibility to charge the Computer overnight. MS students place in their assigned computer cart at school and make sure the charger is connected overnight.
- Avoid using the charger in any situation where the Student or another is likely to trip over the

cord. Do not let the battery completely drain. Immediately shutdown if the Student is unable to connect to a charger.

- Close the lid of the Computer when it is not in use, in order to save battery life and protect the screen.

#### **4.9 Personal Health and Safety**

- Avoid extended use of the Computer resting directly on the lap. The bottom of the laptop can generate significant heat and therefore cause temporary or permanent injury. Use a barrier—such as a book or devices made specifically for this purpose— when working with the laptop on the lap. Also, avoid lap-based computing while connected to the power adapter, as this will significantly increase heat production.
- Avoid lengthy use involving repetitive tasks (such as typing and use of the track-pad). Take frequent breaks from using the Computer as well as alter your physical position (typing while standing, sitting, leaning, etc.) to minimize discomfort. If possible, set up a workstation at home that allows the Student to situate the screen at eye level and the keyboard at lap level.

### **5. EQUIPMENT LENDING INFORMATION**

This additional agreement allows students, under the supervision and discretion of the building principal and classroom teacher (or activity sponsor/coach), to check out a variety of peripheral equipment such as still cameras, video cameras, microphones, drawing tablets and other audio visual devices for multimedia school projects. The signed agreement is part of the Student Laptop Program Acknowledgement Form.

The MVCSD grants the user permission to borrow technology equipment for school and home use based on mutual agreement of the following:

#### **5.1 Agreements**

- The Student will return the equipment on the established due date and times. It will be understood the Student will be billed for replacement costs if equipment is not returned or returned promptly.
- The Student will treat this equipment with the same care as if it were their property.
- The Student will maintain the equipment in clean condition.
- The Student will avoid use of the Computer in situations that are conducive to loss or damage.
- The Student will heed general maintenance alerts and advice from school technology personnel.
- The Student will promptly report any malfunctions, loss, damages or theft to the Building Principal, Technology Staff or the classroom teacher/sponsor/coach.
- The Student will always transport the equipment within the case provided whenever leaving the school premises or when the computer is not in use.
- The Student will adhere to MVCSD Computer Use Agreement and Appropriate Use Policy when using peripheral equipment at all times and locations.

#### **5.2. Damage or Loss**

- The Student is responsible for any costs incurred due to loss or damage of equipment as determined by the school. The Student understands that if they violate the above, they may not be permitted to checkout school equipment in the future and may be billed for any costs incurred by the school.

### **6. VIDEOS, PICTURES, DISCUSSION AREAS, PUBLISHING ON THE SCHOOL NETWORK**

#### **6.1 School Sponsored Pictures, Video and Chat Logs**

- The Student is not to create their own activities or events on the school district's technology network without consent and direction of the classroom teacher and Building Principals.
- The Student is not to ask for or send photos of other students without consent and direction of the classroom teacher and/or Building Principal .
- The Student is not to ask for personal information about other students for public sharing. Examples include but are not limited to: email address, phone number, home address, and physical description. This section is not intended as a comprehensive list. The student handbook and school board policy may apply for disciplinary consequences including limited access to network services and loss of computer privileges if there is a violation. Other student conduct rules and policies may apply.

## **7. COMPUTER USE AND CONDUCT RULES**

**7.1 General Information:** The primary goal of MVCSD's available technology is to enrich the learning that takes place in and out of classrooms. In particular, technology offers opportunities for exploration and analysis of academic subjects in ways that traditional instruction cannot replicate. However, certain legal and ethical restrictions apply. Also, the limited supply of both hardware and software requires us to set priorities for use. Academic work for courses always takes priority over any other use of the computer equipment. The following is a list of rules and guidelines, which govern the use of MVCSD computers and network resources.

**7.2 Network Resources:** Network services refers to all aspects of MVCSD's owned or leased equipment, including computers, printers, scanners and other peripherals, as well as email, Internet services, servers, network files and folders, and all other technology related equipment and services. These rules apply to any use of MVCSD's network resources whether this access occurs while on or off the school premises. MVCSD is not responsible for filtering or monitoring content on student computers when the device is not connected to the school network.

### **7.3 Prohibited Acts:**

#### **The Student may not use network resources:**

- to create, send, access or download material which is abusive, hateful, harassing or sexually explicit;
- to download, stream or listen to Internet-based music, video and large image files not required for school work, as this slows the performance of the network for all users. The school will monitor the network for violations to alter, add or delete any files that affect the configuration of a school computer other than the laptop assigned for personal use;
- to conduct any commercial business;
- to conduct any illegal activity (this includes adhering to copyright laws);
- to access the data or account of another user (altering files of another user is considered vandalism);
- to install any software onto MVCSD computers or to copy MVCSD school software (copying school owned software programs is considered theft);
- to use any hacking, phishing, or packet capture tools.

#### **In addition, students may not:**

- give out their home address or phone number to anyone on the Internet (this protects users from becoming potential victims of those with criminal intent);

- give password(s) to anyone;
- post anonymous messages;
- forward email commonly known as “SPAM,” Unsolicited Commercial Email (UCE), or “junk email.”

**7.4 Responsibility for Property:** The Student is responsible for maintaining a 100% working laptop at all times. The Student shall use reasonable care to be sure the computer is not lost, stolen or damaged.

Such care includes:

- Not leaving equipment in an unlocked car or unlocked home.
- Not leaving equipment unattended or unlocked while at school or elsewhere.
- Not lending equipment to anyone except one’s parents.
- Not using equipment in an unsafe environment.

The Student must keep the computer locked (i.e. locked in your school locker, home or secure place where others do not have access) or attended (with the Student or within the Student’s sight) at all times. Laptops left in bags or backpacks or in unattended classrooms are considered “unattended” and may be confiscated by faculty or staff as a protection against theft. If confiscated, the Student will receive a warning before getting the laptop back. If the laptop is confiscated a second time, the Student may be required to get a parent signature acknowledging financial responsibility before getting the laptop back. Unattended and unlocked equipment, if stolen – even at school – will be the Student’s responsibility.

**7.5 Discipline** Any student who violates these rules will be subject to disciplinary action. The minimum consequence will be a letter home. Students who violate the File Sharing rules will also have their hard drives restored to the original settings. Serious or repeated violations will result in the student’s use of technology restricted and or revoked. Improper student conduct is subject to disciplinary action according to school board policy and the student handbook.

**7.6 Legal Issues and Jurisdiction** Because MVCSD owns and operates the equipment and software that compose our network resources, the school is obligated to take steps to insure that all facilities are used legally. Hence, any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of MVCSD’s network resources is subject to the rules stated in this policy. School administration monitors the network and computer devices and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including email system, the school administration reserves the right, if needed, and at its discretion, remotely access, to open, examine and/or delete electronic files that violate this Computer Use Policy. MVCSD reserves the right to use electronic methods to track the location of computer equipment.

**7.7 Disclaimer** The MVCSD does not have control of the information on the Internet or incoming email, nor does it provide any technical barriers to account holders accessing the full range of information available. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of the Maquoketa Valley Community School District. While MVCSD’s intent is to make Internet access available for educational goals and objectives, account holders will have the ability to access other materials as well. At MVCSD, we expect students to obey the Computer Use Agreement when using the Internet. Students found in violation of the policy will be disciplined. In addition, MVCSD account holders take full responsibility for their access to MVCSD’s network resources and the Internet. Specifically, MVCSD makes no warranties with respect to school network resources nor does it take

responsibility for:

- 1. the content of any advice or information received by an account holder;
- 2. the costs, liability or damages incurred as a result of access to school network resources or the Internet; any consequences of service interruptions.

Please contact the School Principal for any questions regarding the Computer Use Agreement.

**END OF COMPUTER USE AGREEMENT**

*Adapted from: Clayton Ridge Community School District, Van Meter Community School District, BCLUW Community School District, Washington High School and Houston Public Schools, MN.*