

### 7523 SCHOOL DISTRICT PROVIDED TECHNOLOGY DEVICES TO STUDENTS

The Board of Education may provide technology devices to students in the district for school district authorized use only. The purpose of this Policy is to establish general guidelines for the issuance and utilization of any school district technology device provided to students of this district. For the purposes of this Policy, "technology device" or "device" shall include, but not be limited to, portable devices such as computers, laptops, tablets, cellular telephones, or any other computing or electronic devices the school district provides to students to be used as part of their educational program.

A technology device made available to students will not be considered a textbook or supply, as defined in N.J.S.A. 18A:34-1, mandatory to a successful completion of the classroom curriculum. Therefore, because a technology device defined in this Policy is not mandatory to a successful completion of a student's classroom curriculum, a student will not be required to obtain a technology device provided by the school district as defined in this Policy. In the event the school district provides a technology device that is deemed mandatory to a successful completion of the classroom curriculum, the district will provide students with such a technology device consistent with its textbook or supply policies. Nothing in this Policy prohibits a student from using their personal technology device in accordance with school rules and regulations.

A technology device provided by the school district may include pre-loaded software. A student is prevented from downloading additional software onto the technology device or tampering with software installed on the technology device. Only school district authorized staff members may load or download software onto a school district provided technology device.

To receive a school district provided technology device, the parent and student must sign a School District Provided Technology Device Form requiring the parent and the student to comply with certain provisions. These provisions may include, but are not limited to:

1. A school district provided technology device must be used only by the student for school district authorized use;
2. A student shall comply with the school district's acceptable use of technology policies, which shall be attached to the School District Provided Technology Device agreement in their use of any school district provided technology device;
3. Any school district provided technology device loaned to a student must be returned to the school district in the condition it was initially provided to the student considering reasonable use and care by the student;

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4. The parent or student shall be responsible to reimburse the school district the cost of any technology device that is lost, damaged beyond reasonable use or beyond its value, abandoned, missing, stolen, or cannot be returned to the district in accordance with the terms of the School District Technology Agreement Form. Exceptions may be made at the discretion of the Superintendent.;
5. The district may require, or offer as an option, depending on the type of technology device provided to the student, an insurance policy to be purchased by the parent or student that would cover certain losses or damage to a technology device during the time period the student has possession of the device. The parent or the student shall pay any insurance policy required deductibles in the event of a loss;
6. In the event the school district does not require the purchase of an insurance policy for a technology device or the parent or student elects not to purchase optional insurance, the parent and/or student shall at the discretion of the Superintendent be responsible for any loss or damage to the technology device in accordance with the terms of the School District Technology Agreement Form;
7. A student will be required to report any hardware or software problems in the operation of the device to the school district staff member, designated on the School District Technology Agreement Form, within two school days of the commencement of the problem;
8. A student must report to the school district staff member designated on the School District Technology Agreement Form within two school days in the event the technology device has been damaged or is missing;
9. A parent or student is required to immediately file a police report in the event it is believed the technology device has been stolen. Within one school day after filing a police report, a parent or student shall complete and submit the School District Technology Loss Form and a copy of the police report to the Principal or designee;
10. A student shall be required to provide routine cleaning and care of the device in accordance with school district cleaning and care guidelines;
11. The student shall have the technology device in their possession in school as required; and

12. Any other provisions the Superintendent of Schools determines should be included on the School District Provided Technology Device Form.

The school district will provide the student and parent with written or electronic notification that the technology device provided by the school district may record or collect information on the student's activity or the student's use of the technology device if the device is equipped with a camera, global positioning system, or other feature capable of recording or collecting information on the student's activity or use of the device. This notification shall also include a statement that the school district shall not use any of the capabilities in a manner that would violate the privacy rights of the student or any individual residing with the student. The parent shall be required to acknowledge receipt of this notification and the parent acknowledgement shall be retained by the Principal or designee for as long as the student retains the use of the school district provided technology device. The parent acknowledgement and a signed School District Provided Technology Device Form shall be required before the issuance of a technology device to a student. In accordance with the provisions of P.L. 2013, Chapter 44, a school district failing to provide this notification shall be subject to a fine of \$250 per student, per incident. The fine shall be remitted to the New Jersey Department of Education, and shall be deposited in a fund that shall be used to provide laptop or other portable computer equipment to at-risk students as defined in N.J.S.A. 18A:7F-45.

Students shall comply with all school district policies for the use of a school district provided technology device. A student shall be subject to consequences in the event the student violates any school district policy, including the district's acceptable use policies; student code of conduct; any provision of this Policy; or any provision of the School District Technology Agreement Form.

### ADDENDUM

#### Limitation of Liability

The Internet constitutes an unregulated collection of resources that changes constantly, so it is not possible to totally predict or control the resources that users may locate. The Board cannot guarantee the accuracy of the information or the appropriateness of materials that a user may encounter. Furthermore, the Board shall not be responsible for any damage users may suffer, including but not limited to, loss of data or interruptions of service. Nor shall the Board be responsible for financial obligations arising through the unauthorized use of the system.

### Access to the System

This Acceptable Use Policy shall govern all use of the system. Sanctions for student misuse of the system shall be included in the disciplinary code for students, as set out in Policy 5600 Student Code of Conduct. Employee misuse may result in appropriate discipline in accord with the collective bargaining agreement and applicable laws and regulations.

### Student Safety Practices

Students shall not post personal contact information about themselves or others. Nor shall students engage in any kind of personal contact with individuals they meet online. Attempts at contact from such individuals shall be reported immediately to the staff person monitoring that child's access to the Internet. Personal contact information includes but is not limited to names, home, school and work addresses, telephone numbers, or personal photographs.

### Prohibited Activities

Users shall not attempt to gain unauthorized access (hacking) to the district system or to any other computer system through the district system, nor shall they go beyond their authorized access. This includes attempting to log in through another individual's account or accessing another's files.

Users shall not deliberately attempt to disrupt the district's computer system performance or destroy data by spreading computer viruses, worms, "Trojan Horses," trap door program codes or any similar product that can damage computer systems, firewalls, servers or network systems.

Users shall not use the district system to engage in illegal activities.

Users shall not access material that is profane or obscene, that advocates illegal acts, or that advocates violence or hate. Inadvertent access to such material should be reported immediately to the supervising staff person.

Users shall not plagiarize material that is available on the Internet. Plagiarism is presenting another's ideas/words as one's own.

Users shall not infringe on copyrighted material and shall follow all dictates of copyright law and the applicable policies of this district.

### Prohibited Language

Prohibited language applies to public messages, private messages, and material posted on web pages.

Users shall not send or receive messages that contain obscene, profane, lewd, vulgar, rude, inflammatory, or threatening language.

Users shall not use the system to spread messages that can reasonably be interpreted as harassing, discriminatory or defamatory.

### System Security

Users are responsible for their accounts and should take all reasonable precautions to prevent unauthorized access to them. In no case should a user provide his/her password to another individual.

Users shall immediately notify the supervising staff person or Technology Department if they detect a possible security problem. Users shall not access the system solely for the purpose of searching for security problems.

Users shall not install or download software or other applications without permission of the supervising staff person or Director of Special Projects, individual child's teacher and/or Principal.

Users shall follow all district procedures when installing or downloading approved software.

### System Limits

Users shall access the system only for educational, professional or career development activities. This applies to discussion group mail lists, instant message services and participation in Internet "chat room" conversations.

# POLICY

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Users shall check e-mail frequently and delete messages promptly.

### Privacy Rights

Users shall respect the privacy of messages that they receive and refrain from reposting messages without the approval of the sender.

Users shall not publish private information about another individual.

Cross-reference: Policy 2360 Use of Technology

N.J.S.A. 18A:34-1  
P.L. 2013, Chapter 44 – “The Anti-Big Brother Act”

Adopted: August 24, 2020  
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