

# DRAFT

## **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, Chromebooks, 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 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 annually sign the Parent and Student Device Maintenance Terms and Agreement 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 Parent and Student Device Maintenance Terms and Agreement Form, 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;
4. Students who are provided technology devices are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such technology devices. These appropriate measures and precautions for school district provided technology devices to students shall include, but are not limited to, the following:
  - a. Keep the technology device in a locked and secured environment when not being used;
  - b. Prohibit the use of any technology device by any other person except as authorized by the school;

- c. Do not leave the technology device outdoors or unattended at any time in an unsecured location (e.g. an unlocked empty classroom or office);
  - d. Keep the technology device in sight at all times while in public places, such as public transportation, airports, restaurants, etc.;
  - e. Do not check the technology device as luggage when traveling;
  - f. Keep food and drinks away from all technology devices and work areas;
  - g. Do not use the technology device at the beach or near water such as a pool;
  - h. Do not leave the technology device in direct sunlight for prolonged periods of time;
  - i. Do not stack objects on top of the technology device; and
  - j. Be sure to back up data and other important files regularly. The IT Department may perform maintenance on the technology devices by imaging (reloading the software). If a device needs to be erased, reasonable advance notice will be given whenever possible. All files not backed up will be deleted during this process. Neither the IT Department nor school district shall be held liable for the loss of data.
5. 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 Parent and Student Device Maintenance Terms and Agreement Form;
6. The district may require, or offer as an option, depending on the type of technology device provided to the student, a device maintenance fee or insurance policy to be paid 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. In the event a device maintenance fee is required and not provided by a parent, the student will only be able to use the technology device during school hours and will be unable to take the technology device home with him/her.
7. In the event the school district does not require the device maintenance fee or the purchase of an insurance policy or the parent or student elects not to pay the device maintenance fee or purchase insurance, the parent and/or student shall be responsible for any loss or damage to the technology device in accordance with the terms of the Parent and Student Device Maintenance Terms and Agreement Form, unless fees are waived based upon other policies/regulations;
8. A student will be required to report any hardware or software problems in the operation of the device to the Principal/Designee, within two (2) school days of the commencement of the problem. The student will refrain from attempting to repair the device on his/her own;
9. Because timely reporting of the loss or suspected loss of a technology device typically results in the greater likelihood of recovery of the lost item, whenever a

student has reason to believe that his/her district-provided technology device has been stolen, it must be reported immediately to the Principal or designee;

10. 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 (1) school day after filing a police report, a parent or student shall complete the School District Provided Technology Device Loss Form and submit the completed Loss Form and a copy of the police report to the Principal or designee;
11. A student shall be required to provide routine cleaning and care of the device in accordance with school district cleaning and care guidelines;
12. The student shall have the technology device in their possession in school as required;
13. Any other provisions the Superintendent of Schools determines should be included on the Parent and Student Device Maintenance Terms and Agreement Form; and
14. The District will not provide home internet access.

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 Parent and Student Device Maintenance Terms and Agreement 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 Parent and Student Device Maintenance Terms and Agreement Form.

N.J.S.A. 18A:34-1

P.L. 2013, Chapter 44 – "The Anti-Big Brother Act"