

# Technology Checkout Agreement

This Agreement is made by and between the District School Board of Pasco County (“DSBPC”) and the student (“Student”) and parent/guardian (“Parent”) named in the upper left corner of this Agreement and takes effect on the date of signature below. DSBPC and the Student and Parent agree as follows:

1. **Purpose of Agreement.** DSBPC is pleased to make available for the Student’s use in connection with his/her studies in the PASCO ESCHOOL a computer. DSBPC provides these computers for the sole purpose of student educational use. The Student’s permission to use the computer is strictly subject to the terms and conditions of this Agreement.

For the purposes of this Agreement, the term “computer” or “computer hardware” shall refer to the computer equipment described in the upper right corner of this Agreement, along with all accompanying peripherals received with the computer or as may from time to time be provided for the Student’s use under this Agreement.

## Student’s Rights and Responsibilities.

1. **Term of Use of the Computer.** The Student shall be granted use of the computer while enrolled in good standing as a student in PASCO ESCHOOL, but no later than the Agreement End Date. The use of the computer shall be governed by the DSBPC Acceptable Use Policy, as outlined in the Appendix.
2. **Return of Computer to DSBPC.** Student’s right to use the computer will terminate and Student and Parent must return the computer to DSBPC within five days upon the occurrence of any of the following events:
  - a. Student’s use of the computer expires as provided in section B.1 above;
  - b. Student ceases to be enrolled on a full time basis in PASCO ESCHOOL courses;
  - c. DSBPC provides Student with five days notice that the computer must be returned; or
  - d. Student fails to perform any of his/her obligations under this Agreement.

Upon return of the computer to PASCO ESCHOOL, DSBPC shall have no liability whatsoever for the loss, destruction, or misuse of any information or data existing on the computer. If computer is not returned, DSBPC, may exercise options as outlined in Florida State Statute for non-collection of instructional materials including, but not limited to, suspension of Student from participation in extracurricular activities or satisfaction of the debt by Student through community service activities.

3. **Supplies.** Student and Parent shall be responsible for and shall furnish all supplies required in connection with the computer. All supplies, including disks, and other storage media, shall meet the computer manufacturer's applicable specifications.
4. **Alterations and Attachments.** Student and Parent may not make any alterations in or add attachments, hardware, or software to the computer absent express written permission from DSBPC, which permission is at the sole option of DSBPC.
5. **Delivery and Return.** Student and Parent are responsible for the transportation of the computer, both for delivery to Student and return to DSBPC. Delivery and return of computer must be made at the PASCO ESCHOOL offices, located at 15144 Shady Hills Road, Spring Hill, Florida 34610
6. **Risk of Loss.** Student and Parent agree that from the time the delivery of the computer is accepted and until the computer is returned to DSBPC in its original condition, normal wear and tear excepted, Student and Parent shall be responsible for any loss or damage thereto. If the computer is lost, stolen, destroyed, damaged where the repair costs exceeds the value of computer or in the event of any confiscation, seizure or expropriation by government action, or if the computer is not returned to the DSBPC upon the events and within the time and manner required by this Agreement, then the Student and Parent shall be liable to the DSBPC immediately upon demand for the payment of an amount calculated by the DSBPC that is equal to the full replacement value of the computer at the time of loss. Hardware or software additions made to the computer at the Student's and Parent's expense are at the Student's and Parent's risk and will not be a factor in the fair market value of the computer. If part of the computer is damaged but repairable the Student and Parent shall be liable for the expense of repairing that item if not covered by the manufacturer's warranty. If payment is not received, DSBPC, may exercise options as outlined in Florida State Statute for non-collection of instructional materials including, but not limited to, suspension of Student from participation in extracurricular activities or satisfaction of the debt by Student through community service activities.
7. **Notification of Loss, Damage, or Malfunctioning.** Student and Parent agree to immediately notify DSBPC upon the occurrence of any loss to, damage to, or malfunctioning of any part of the computer for any reason, and DSBPC, at its option, may then terminate Student's right to use the computer and any right Student may have to further participate in the student computer program.
8. **Inspection by DSBPC.** Upon reasonable notice, Student and Parent shall permit persons designated by DSBPC to examine the computer. It will be the responsibility of the Parent to provide transportation of the computer hardware to the designated location within five days of the request.

## DSBPC Rights and Responsibilities

1. **Ownership of Computer.** The computer is and shall remain DSBPC property.
2. **Enforcement of Manufacturer's Warranty.** Upon receipt of a written request from Student and Parent during the term of this Agreement, DSBPC shall determine if it will take all reasonable effort to enforce any manufacturer's warranty, express or implied, issued on or applicable to the computer and which is enforceable by DSBPC in its own name. DSBPC will make reasonable efforts to obtain for Student and Parent all service furnished by the manufacturer in connection therewith; provided, however that, DSBPC shall not be obligated to commence or resort to any litigation to enforce any such warranty. If any such warranty is enforceable by Student and Parent in his or her own name, upon receipt of a written request from DSBPC during the term of this Agreement, Student and Parent shall take all reasonable action requested by DSBPC to enforce that warranty, and Student shall obtain for DSBPC all service furnished by the manufacturer in connection therewith. **DSBPC SHALL HAVE NO LIABILITY WHATSOEVER FOR THE LOSS, DESTRUCTION OR MISUSE OF ANY INFORMATION, SOFTWARE OR DATA EXISTING ON THE EQUIPMENT. PROTECTION AND BACKUP OF DATA ON AND FOR THE EQUIPMENT IS STUDENT'S SOLE RESPONSIBILITY.**

## Disclaimer of Warranties and Remedies

1. **Warranty Disclaimer.** Except as otherwise expressly provided herein, DSBPC makes no warranties, either express or implied, and shall not, by virtue of having purchased the computer covered by this Agreement, be deemed to have made any representation or warranty as to the merchantability, fitness, design, or condition of, or the quality of the material or workmanship in the computer. DSBPC expressly disclaims all warranties not stated herein. DSBPC does not warrant that the functions contained in the computer will meet the Student's requirements or that the operation of the computer will be uninterrupted or error-free.
2. **Warranty Remedies.** In no event shall DSBPC be liable to the Student, Parent or any other person for any damages, including any incidental or consequential damages, expenses, lost profits, lost savings, or other damages arising out of the use of or inability to use the computer.

**E. ACKNOWLEDGMENT. STUDENT AND PARENT/GUARDIAN ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. STUDENT AND PARENT FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN STUDENT AND PARENT AND DSBPC AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN STUDENT AND PARENT AND DSBPC RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING.**

# Acceptable Use Policy for the Exploration and Utilization of the Internet as a Tool for Learning

## **Purpose of the rule**

The purpose of this rule is to establish a policy for the acceptable use of the network as a tool for learning in the Pasco County Public Schools (DSBPC) (hereinafter referred to as District). The DSBPC network is defined as all computer resources, including software, hardware, lines and services that allow connection of District computers to other computers, whether they are within the District or external to the District.

This includes connection to the Internet. In summary, the rule affirms that no user may use the network to take any action or receive and/or communicate any language that the employee or student could not take or communicate in person. Users are defined as anyone authorized by administration to use the Network. This includes, but is not limited to, staff, students, parents, vendors, contractors, and volunteers. Prohibitions in applicable federal, state and/or local law or regulation, collective bargaining agreements and Board Rules are included. Additionally, this rule reflects that there is no expectation of privacy in the use of e-mail or network communications when such communications occur over DSBPC provided equipment by DSBPC employees, students, or others.

## **Purpose of Access to the Network**

Networks give schools the ability to share educational and research resources from around the world with all students. These resources include access to instructional applications, interactive collaboration between teachers, students and other users, document sharing, communications of all forms with people from around the world and libraries, museums and research facilities.

## **Acceptable Use Policy**

Utilization of the network by users must be in support of and consistent with the educational objectives of the District. When utilizing the network all users must adhere to the provisions of this rule and the standards of conduct established in the DSBPC Student Code of Conduct, the Code of Ethics of the Education Profession in the State of Florida, the DSBPC Network Security Standards and School Board Rule 6Gx13- 4A-1.21, Responsibilities and Duties.

**A.** Transmission of any material in violation of local, state, and federal law or regulation is prohibited. This includes, but is not limited to copyright material, threatening or obscene material or material protected by trade secret.

1. Obscene material is that material which:

1. The average person, applying contemporary community standards, would find, taken as a whole, appeals solely to the prurient interest; and School Board Policy XXXXX.
2. Depicts or describes, in a patently offensive way, sexual conduct as defined in Section 847.001 (11) F.S. (1995); and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value.

**B.** Procedures concerning the protest of instructional materials and educational media as they are accessed through the Internet are governed by School Board Policy, Instructional Materials and Resources.

**C.** School Board Policy governs the use of the Internet for political activities.

**D.** Use of the network for product advertisement, commercial activities, political campaigning or solicitation is prohibited.

**E.** The Children's Internet Protection Act (CIPA) requires school districts to prevent students from viewing objectionable material. Pursuant to CIPA, DSBPC uses an Internet Content Filter to prevent user access to prohibited material.

Users of the DSBPC network are charged with notice that besides obscene material, there are other potentially objectionable materials available on the Internet, including sites with adult content, nudity, and gambling, as well as sites advocating violence and illegal activities. No content filter will ever be 100% accurate, and on occasion either objectionable material may get through or non-objectionable material may be blocked.

Bypassing the DSBPC content filter without authorization is strictly prohibited. DSBPC has procedures in place to evaluate requests from users to block or unblock sites as necessary.

Students, parents and staff should be aware that connection to any Internet or network provider not under District control may be unfiltered. This is particularly true of open wireless connections, which can be found almost anywhere. The District is not responsible for unfiltered

content that may be viewed or downloaded on DSBPC equipment that has been provided to individuals for use outside District property.

The District is also not responsible for issues caused by the connection of personal devices to the district's network or improper use of the District's network or equipment.

### **Privilege**

Accessing the Internet through District equipment is a privilege, not a right, and inappropriate use, including violation of this rule may result in cancellation of the privilege.

1. School and District administrators are delegated the authority to determine appropriate and acceptable use as provided under this rule.
2. Any user account may be closed, suspended or revoked at any time a school or District administrator determines an account user or holder has used the network in an inappropriate or unacceptable manner in violation of this or any other applicable District rule.
3. Inappropriate or unacceptable use is defined as use that violates the District's purpose in providing students and employees access to the Internet and use that violates the DSBPC Student Code of Conduct, the Code of Ethics of the Education Profession in the State of Florida, the DSBPC Network Security Standards, and School Board Policy, or any local, state, or federal law or regulation.
4. Access to the Internet from the district network as a tool for learning will be automatic. Parents must notify the school in writing if they do not want their child to access the Internet.

### **Monitoring**

Administration reserves the right to review any material on user accounts for purposes of maintaining adequate filespace and monitoring appropriateness of material accessed through the network. In reviewing and monitoring user accounts for the purpose of determining adequate filespace, the District shall respect the privacy rights of user accounts.

### **Network Etiquette**

All users are expected to abide by the generally accepted rules of network etiquette. These standards of conduct include, but are not limited to the following:

- A.** Users should be polite. The use of abusive language is prohibited.
- B.** Use appropriate language. The use of profanity, vulgarities or any other inappropriate language is prohibited.
- C.** Engaging in activities that are prohibited under local, state or federal law is prohibited.

**D.** Activities that violate the DSBPC Student Code of Conduct, the Code of Ethics of the Education Profession in the State of Florida, the DSBPC Network Security Standards and School Board Policy, are prohibited.

**E.** Do not reveal your personal address and/or telephone number, or that of other users, unless compelled to by law.

**F.** Electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities will be reported to the authorities.

**G.** Do not use the network in such a way that other users would be unable to get the full benefit of information available. This includes, but is not limited to: running applications that deny the network's services to others, tying up computers without a legitimate educational or school district or school business purpose while others are waiting, damaging software or hardware so that others are unable to use it, or any conduct that would be prohibited by Section 815.06 Fla. Stat.

**H.** Do not use the network to send or receive messages that discriminate based on gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, disability or that are inflammatory.

## **Services**

Use of any information obtained via the Internet is at the user's own risk. The District will not be responsible for any damages a user may incur. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by negligence, errors, or omissions. The District is not responsible for the accuracy or quality of information obtained through the network. All users need to consider the source of any information they obtain through the network, and evaluate the accuracy of the information.

## **Security**

Security on any computer network is a high priority, especially when the system involves many users.

**A.** If a user can identify a security problem on the network, the user must notify a system administrator. The user must not demonstrate the problem to others.

**B.** Users must not use another individual's account without written permission from that individual. Attempts to log into the system as any other user will result in disciplinary action.

- C.** Any user that has been determined by administrators to have violated this rule may be denied future access to the Internet through the District network.
- D.** A user with a history of utilizing other computer systems in an inappropriate or unacceptable manner may be denied access to the District network.
- E.** Users of the network will be held responsible for all activity associated with the user's account. Users should not share their passwords with anyone, engage in activities that would reveal anyone's password or allow anyone to use a computer to which they are logged on.
- F.** Accessing chat rooms, social networking sites, or instant messaging while using the DSBPC network is prohibited unless specifically related to virtual coursework.
- G.** The use of Internet tools such as blogs and discussion boards are intended for educational purposes only.
- H.** Downloading pictures, sounds, video clips, text documents or any material without authorization and without confirmation that the material is not copyrighted is prohibited.
- I.** Downloading games, video files, audio files or running streaming media without educational value and without authorization by a teacher or a local administrator is prohibited. These applications tie up a great deal of bandwidth and storage and many of the files infringe on the owners' copyrights.
- J.** Downloading or installing software applications without authorization is prohibited.
- K.** Using the District's wireless equipment while on DSBPC property to connect to any wireless networks but those provided by DSBPC without authorization is prohibited. External signals will not provide content filtering and access to private networks may be illegal.

### **Vandalism and Harassment**

Vandalism and harassment when utilizing the Internet will result in cancellation of user privileges. This includes, but is not limited to, the uploading or creation of computer viruses and the attempt to destroy, harm or modify data of another user.

### **Procedures for Use**

Student users must always get permission from their teachers or facilitators before using the network or accessing any specific file or application not expressly authorized within the online course content. Student users must also follow written and oral classroom instructions.



1. All users have the same right to use the computer resources. Therefore, users shall not play games without educational value or use the computer resources for non-academic activities when other users require the system for academic purposes. Personal use of the DSBPC network, including e-mail and the Internet, is permitted as long as that use does not interfere with an employee's duties and/or system operation and abides by all district policies and standards.
2. Teachers are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate sections of the Internet, and for assuring that students understand that if they misuse the network they will lose their privilege to access the Internet from the classroom environment. Students should not be provided with network access unless they are properly supervised by a parent/learning coach, or an individual trained to provide the guidance students require.

### **Inappropriate Material**

On a global network it is impossible to control effectively the content of data and an industrious user may discover inappropriate material. Inappropriate material is that material that is determined inconsistent with the goals, objectives and policies of the educational mission of the District.

### **Disciplinary Actions for Improper Use**

The act of accessing the Internet through the District's network signifies that the user will abide by the provisions of this rule.

Disciplinary action for inappropriate use by students will be based on the tiered actions described in the codes of student conduct (Elementary, Secondary or Adult) and may include, but is not limited to, loss of privilege, suspension or expulsion. Disciplinary action for inappropriate use by staff will be as provided for in the applicable collective bargaining agreements.

### **Forfeiture of Loaned Equipment and Internet Subsidy Resulting From Academic Standing**

The equipment and internet subsidy are provided for the purpose of supporting the student's enrollment and participation in the district's full time virtual instruction program. Students who do not maintain adequate academic progress in all required courses will be required to return their equipment to Pasco eSchool.