



## DISTRICT 181 DEVICE ACCEPTABLE USE AGREEMENT

Community Consolidated School District 181 is providing a District-owned technology device and related resources to its students. In order to receive the device and resources, each student and one parent/guardian per student must indicate their understanding and agreement to the terms of this form by electronic acceptance and submission or signed hardcopy returned to the school office. Students and parents will be required to review and sign this agreement annually.

### Students will receive:

**iPad Air and Power Adapter with Protective Case**

—OR—

**Lenovo Chromebook and Power Adapter with Carrying Bag**

—OR—

**Apple MacBook Air and Power Adapter with Carrying Bag**

The following terms govern the use of the District-owned device issued from the District and identified on this form:

### Ownership and Care of Device

1. **Ownership.** The District retains ownership of the device. The device/equipment must be turned over to District staff upon request for content inspection, maintenance, or other administrative or support actions. All students must provide access and passcodes to the device upon request by a building administrator. District staff retain the right to collect and/or inspect the device and its content and alter, add, or delete installed software or hardware at any time.
2. **Home Use.** In some grades, the student may be allowed to take the device home at the end of the school day. Students in some grades may be able to keep their device over the summer, depending on the deployment schedules which are subject to change.
3. **Reasonable Care of the Device.** It is the responsibility of the student and his/her parent(s)/guardian(s) to exercise reasonable care over the device at all times. This includes, but is not limited to, keeping the device within the provided case or bag, securing the device in a safe location, and otherwise taking reasonable steps to protect the device from damage and theft. Students and parents/guardians may not remove, tamper with, or alter serial numbers and other identification tags.
4. **Student Expectations.** Students are responsible for bringing their District-issued devices to school every day and ensuring the devices are fully charged prior to each school day. If a student takes a device home, he/she is expected to bring the device back for the next school day. The device must be fully charged, in the provided case, and ready to use upon arrival at school.
5. **Return of the Device.** The District may require the student to return the device and/or related resources at any time, including if the student is no longer enrolled in the District or at the end of the school year. The student



must return the device and any District-provided related resources (case, charger, and charging cable) in the same condition as it was issued by the District. No permanent marks may be made on the device or related resources. A student who fails to produce the device and/or any related resources within 24 hours after such a request may be subject to discipline or other consequences. The District may impose fines for the replacement of lost items.

6. **Stolen Property Report.** Students who do not return District-owned devices when requested or upon withdrawal from District 181 may result in the District filing a stolen property report with local law enforcement. Unauthorized persons in possession of District property are subject to prosecution under Illinois law.
7. **Lost Device.** The District does not actively track or monitor the use of devices outside the District's internal network and does not guarantee that devices can be located. Students/parents must notify school administrators if a device is missing and, for safety reasons, should not attempt to recover devices on their own. School administration will work with local law enforcement to recover devices. In the event the device is lost it is the responsibility of the parent/guardian to pay for a replacement device. A check for the device will need to be made out to CCSD181 before a replacement device will be issued. The cost of the replacement will be based on current market value (i.e., the cost to buy a new current model). Parents/guardians are also responsible for the cost of lost related resources (case, charger, or charging cable).
8. **Repairing the Device.** The District is the only party authorized to repair or service the devices. Repair of District devices by third parties is prohibited. The District will replace broken related resources. To the extent not covered by warranty, there may be charges for the repair of a broken device, or for the misuse, damage, or destruction of a District-owned device issued to the student. To the extent permitted by law, the District reserves the right to charge a fee to cover the care of, and repairs to, District-issued devices.

### **Device Safety and Supervision**

1. **Internet Safety and Protection.** In compliance with the Children's Internet Protection Act ("CIPA"), the District installs and operates filtering software designed to restrict, block, and filter internet access to items that may include obscene, child pornographic images and other material deemed inappropriate for students. The District will filter or block any material on the device that the District in its sole discretion deems to be inappropriate, including certain internet sites. The District may grant requests to adjust filters or unblock sites/service for bona fide educational purposes. The student may make a request to his/her teacher who may request to have such filters or blocks adjusted. The District does not and cannot guarantee the efficacy of its filtering software. The District's use of filtering software does not relieve students and their parents/guardians of their responsibilities with respect to the use and care of the device. Whether the device is used at school, at home, or at other locations outside of school, students and their parents/guardians are responsible for abiding by State and federal laws and regulations, complying with the District's internet guidelines, complying with District policy and procedure, and complying with the terms of this Agreement. The presence of filters or blocks does not relieve the parent(s)/guardian(s) of a student of their responsibility for supervising the student's use of the device outside of school.



2. **Online Resources.** The District implements online resources to support the curriculum and instruction for the Digital Learning Environment. In some cases, third party websites require permission for students to utilize the resource. To the best of its ability, the District ensures that third party resources are compliant with both the Children’s Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA). By signing this agreement, parents/guardians give the District the authority to act on their behalf with regard to registering students for online curriculum resources that comply with COPPA and FERPA.
3. **Student Use.** The student’s use of the District-issued device is subject to the discipline policy of the school at all times.
4. **Safety Training.** The District provides training to all students in internet safety and digital citizenship as part of the curriculum and consistent with CIPA.
5. **Supervision Outside of School.** The District’s issuance of a device to the student does not create any duty on the part of the District to provide supervision of the use of the device or protection of the student regarding use of the device outside of school or outside of school hours. It is the sole responsibility of the parent(s)/guardians(s) to supervise the student’s use of the device when outside of school or outside of school hours.

### **No Expectation of Privacy**

1. **District Right to Monitor.** Because the student is using a District-owned device, users have no expectation of privacy or confidentiality with respect to the use of District-owned devices regardless of whether the student uses the device for school or personal related purposes. The District has the right to access, review, copy, delete, disclose, as allowed by law, any data or electronic message sent, received, or stored within the device. The device may contain tracking and/or monitoring software that allows the District to obtain and record information concerning use or location of the device.
2. **Passwords.** To the extent permitted by law, the student must provide requesting building administrators with all usernames, passwords, and/or passcodes to a device and its contained software or applications upon request. Failure to provide administrators with access to the device may result in the student being subject to discipline or other consequences.
3. **District Retention of Records Created by the Device.** To the extent permitted by law, the District may retain any records, including but not limited to electronic communications, such as emails and messages on personal social media accounts, from the device that it determines must be retained by law, including public records under the Illinois Local Records Act, school student records under the Illinois School Student Records Act, and educational records under FERPA.



## Appropriate Use

1. **School-Related Uses.** The device is intended for use only by the student for school-related/educational purposes. Use of the device must comply with all District policies and procedures.
2. **Electronic Messaging.** The D181 Digital Learning Environment program includes systems that allow staff members to communicate electronically with students. These systems allow teachers, coaches, and co-curricular sponsors to communicate with students outside of normal school hours about matters pertaining to school-related academics, athletics, and/or extracurricular activities. When necessary, electronic communication uses the D181 email system or other District-managed electronic communications systems. Mobile phone calls and/or text messages may also be used (standard messaging rates may apply). Electronic communications between staff and students shall not be social in nature. Please contact the building principal with questions or concerns about electronic messaging.
3. **Lending of Device Prohibited.** The student may not lend the device or related resources to anyone, including members of the student's family, for any reason.
4. **District Policies.** The student's use of the device, both during school and outside of school hours, is subject to all District policies and procedures, including but not limited to the following policies and their related procedures:
  - 6:235 *Access to Electronic Networks*
  - 6:260 *Complaints About Curriculum, Instructional Materials, and Programs*
  - 7:130 *Student Rights and Responsibilities*
  - 7:180 *Prevention of and Response to Bullying, Intimidation, and Harassment*
  - 7:190 *Student Behavior*
  - 7:310 *Restrictions on Publications and Written or Electronic Material*

The District reserves its right to block application functionality, implement security measures, change device settings, or take any other administrative or security steps, as deemed necessary in the District's sole discretion. Any attempt to modify (i.e., "Jailbreak") the device/equipment, including but not limited to changing internet access settings, will be considered a violation of District policy.

5. **Installation of Applications.** The District provides certain District-purchased software on devices. Parent(s)/guardian(s) acknowledge that the District is not responsible for the student's activities performed while using any applications. Charges from Apple, Google, or other third party providers that are generated from within any application or content/media (i.e., "In-App Purchases") are the responsibility of the student and parent/guardian. Students are not permitted to add or download additional software or applications that have not been approved by the District. The District is not responsible for the disposition of personal applications when the device is returned. The District is not responsible for any software loaded on home devices or the effect or interaction that the District-provided device or its software may have on the other programs or systems of the home device. Students may not attempt to remove or change the physical structure of the device. Students may not attempt to install or run any operating system on the device other than the operating system supported by the District.



6. **Storage Management.** School content takes priority over personal content such as photos, videos, music, or apps.
  
7. **Consequences for Violations.** The use of the device and the District’s network is a privilege, not a right. A student who violates this Agreement, District policy, or District procedures may be subject to discipline, which may include: (1) suspension or revocation of the District-issued device, (2) suspension or expulsion from school, in accordance with District policy or (3) any other disciplinary action as deemed appropriate by the school principal or designee. Additional details are provided within District policies, including, but not limited to:
  - 6:235 *Access to Electronic Networks*
  - 7:180 *Prevention of and Response to Bullying, Intimidation, and Harassment*
  - 7:190 *Student Behavior*
  
8. **Indemnification.** The student and parent(s)/guardian(s) agree to remise, waive, release, and forever discharge the District, its board members, employees, volunteers, and agents from any and all manner of action and actions, cause and causes of action, suits, debts, accounts, damages, claims, and demands whatsoever in law, or in equity, which may be related in any way to a student’s use of this device or a parent’s use of this agreement. Students and parents further agree to release, defend, indemnify, and hold harmless the District, its Board members, employees, and agents from any and all losses, claims, liabilities, injuries, damages, and expenses, including attorney’s fees, related to any allegation regarding the receipt or use of the device.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

By signing below, I acknowledge that I have read, understand, and agree to the terms of the CCSD181 Device Acceptable Use Agreement and the referenced District policies and procedures.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Student Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Parent Name Printed

\_\_\_\_\_  
Date