

**Agreement for Technology Use
Folk Arts-Cultural Treasures Charter School**

_____ ("STUDENT") and
_____ ("PARENT/GUARDIAN"), in exchange for the Folk Arts-Cultural Treasures Charter School (FACTS) allowing STUDENT to use and possess the Chromebook, or any loaner or replacement Chromebook provided at the discretion of FACTS, agree as follows:

1. STUDENT and PARENT/GUARDIAN acknowledge receipt of the Acceptable Use of Information Technology Resources Policy, Acceptable Use User Agreement, and the Code of Conduct.
2. In return for FACTS permitting STUDENT to use the Chromebook in school and to take the Chromebook off-campus, STUDENT and PARENT/GUARDIAN agree and understand the Chromebook is to be used as an academic school supply in support of classroom learning and intellectual development.
3. In some cases, it may be necessary for a school staff member to access the device remotely to resolve a technical problem. If this is needed, FACTS staff will ask the STUDENT for permission before the remote access is performed. STUDENT will not be asked for permission prior to remote software or configuration changes sent out to all Chromebooks that are necessary for maintenance and security.
4. STUDENT will not permit individuals, other than FACTS administrators, staff or teachers to access the Chromebook.
5. STUDENT shall not use or allow the Chromebook to be used in any manner that violates the FACTS anti-bullying and anti-harassment policies, the Acceptable Use Policy, and/or the Code of Conduct, including, but not limited to:
 - a. Posting or distributing information that:
 - i. is harmful or prejudicial to students; for example, materials which are libelous and obscene as defined by the law of the Commonwealth of Pennsylvania or the United States;
 - ii. creates any offensive or disruptive messages. Among those which are considered offensive are any messages that contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political belief, national origin, or disability.
 - iii. threatens immediate harm to the welfare of the school community or any individual;
 - iv. discriminates against any segment of the student body or interferes with another's individual rights;
 - v. encourages and abets unlawful activity; or

- b. Conducting illegal activity, including the violation of copyright laws;
- c. Creating, distributing, accessing or obtaining pornographic materials;
- d. Intentionally causing damage to hardware, software or data;
- e. Gaining or attempting to gain access to restricted material or systems;
- f. Gambling;
- g. Taking photos, digital images, videos, and recordings of School students and staff without their consent or knowledge.
- h. Using for nonschool-related purposes on more than an incidental basis; and/or
- i. Otherwise violating school rules

6. STUDENT and PARENT/GUARDIAN understand and agree that (a) the Chromebook is at all times the property of FACTS; and (b) STUDENT has no right to disable or modify the configuration of the Chromebook.

7. STUDENT and PARENT/GUARDIAN understand and agree that FACTS is not responsible for fees and charges incurred via online merchants and services. These charges include, but are not limited to, online music, gaming services, software subscriptions, and purchased goods and services.

8. STUDENT and PARENT/GUARDIAN understand and agree that the Chromebook is deemed to be the responsibility of STUDENT from the time STUDENT receives the Chromebook until the time the Chromebook is returned to the designated School representative. If the Chromebook is lost, damaged or stolen, PARENT/GUARDIAN and STUDENT will immediately advise FACTS of the incident and all relevant information.

9. The PARENT/GUARDIAN and STUDENT signatures below constitute consent for FACTS to use Internet Protocol tracking until the Chromebook is actually located by FACTS or until PARENT/GUARDIANS or STUDENT provide written notification that the Chromebook is no longer missing.

10. STUDENT and PARENT/GUARDIAN understand and agree that they are not to attempt any repairs/services on the Chromebook and that damaged Chromebooks must be returned to FACTS for repair/service.

11. STUDENT and PARENT/GUARDIAN understand and agree they are responsible for accidental damage to FACTS-issued Chromebooks and may be subject to a fine of up to \$50 for the first incident. For the second incident of damage, a fine may be up to but not exceed \$100. For the third or more incident of damage, the fine may be up to the full replacement cost of a Chromebook (currently valued at \$300). FACTS will arrange a loaner Chromebook, as needed, during the repair period. STUDENT and PARENT/GUARDIAN understand and agree they will be accountable for all repair or replacement costs due to willful and intentional damage to the Chromebook and accessories.

12. STUDENT and PARENT/GUARDIAN understand and agree they are responsible for the loss of FACTS-issued Chromebooks and may be accountable for the replacement cost of a lost Chromebook.

13. STUDENT understands and agrees that at the end of the school year and/or upon request of an Administrator, STUDENT must return the Chromebook to FACTS in the same condition that the Chromebook was originally provided to STUDENT, ordinary wear and tear excepted.

14. STUDENT and PARENT/GUARDIANS understand that FACTS has the capacity and the right to look at or review STUDENT'S files stored on the GoogleDrive under the following circumstances:

a. If FACTS has a reasonable suspicion that STUDENT is violating FACTS rules or policies, authorized FACTS administrators may take custody of the Chromebook and review STUDENT GoogleDrive files, emails, and other internet usage. "Reasonable suspicion" means reasonable grounds exist that the search will uncover evidence that the STUDENT violated the law or school rules or FACTS policies. The scope of the search must be reasonably related to the violation which justified the search.

c. Teachers and other school personnel may provide assistance to STUDENT in locating or managing STUDENT'S files in the presence of and at the request of STUDENT.

d. If STUDENT requests that a FACTS technology professional access STUDENT's GoogleDrive remotely to resolve a technical problem or to find a file.

15. STUDENT and PARENT/GUARDIAN understand and agree the right to use and possess the Chromebook terminates no later than the last day of classes during the school year unless terminated by the District or upon STUDENT withdrawal from FACTS. Failure to return the Chromebook and the continued use of it for non-academic purposes without FACTS's consent will be considered an unlawful appropriation of school property and authorities may be sent to your place of residence, or other location to take possession of the Chromebook and accessories.

16. STUDENT and PARENT/GUARDIAN understand that the right to use and possess the Chromebook is a privilege and not a right. Students are expected to use their Chromebooks in accordance with all FACTS rules, policies and procedures and any applicable state or federal laws. Failure to do so will result in one or more of the consequences listed below as determined by the staff and administration of FACTS:

- student conference
- parent conference
- revocation or suspension of use or access privileges including take home privileges
- other disciplinary action such as detention, Saturday detention, suspension, or expulsion

- other actions to restore the classroom community such as written apologies, research and presentation to peers about the offense committed (e.g. apology to victim of cyberbullying; research, creation, and presentation for peers about cyberbullying, etc.)
- other logical consequences
- civil and/or criminal liability under state or federal law

Agreement for School-Issued Chromebook Use Folk Arts-Cultural Treasures Charter School

I have read, understand, and agree to comply with the Folk Arts-Cultural Treasures Charter School Agreement for Technology Use, Acceptable Use User Agreement, and the Code of Conduct.

Parent/Guardian Information

First Name Last Name _____

Address _____

Best Phone# _____ Relationship to Student _____

Parent/Guardian Signature _____ Date _____

Student Information

First Name Last Name _____

Address _____

Student's Homeroom _____ Student's Current Grade _____

Student's Signature _____ Date _____