

# Franklin Public Schools

Office of the Superintendent of Schools

355 East Central Street

Franklin, Massachusetts 02038

Telephone: (508) 541-5243

FAX: (508) 553-0321



Mason Kortz

Legal Fellow

ACLU of Massachusetts

211 Congress Street

Boston, MA 02110

December 8, 2014

Dear Mr. Kortz:

Enclosed is the information you requested. I am still waiting for training documentation from our high school principal. I will send that information under separate cover.

Respectfully,

Maureen Sabolinski

Superintendent of Schools



Mall all invoices to:  
**Town of Franklin**  
 Purchasing Department  
 355 East Central Street  
 Franklin, Massachusetts 02038  
 508-520-4918 • 508-541-5253 (FAX)

PURCHASE ORDER

**14004245**

THIS P.O. NUMBER MUST APPEAR ON ALL INVOICES. PLEASE SEND INVOICES IN TRIPLICATE.

VENDOR NO. **10966**

CONTRACT NO. **ITC47**

MASS EXEMPT PURCHASER CERT # EO46 001 152

VENDOR: <b>GovConnection</b> Chris Guerrette PO Box 81018 Fifth Floor Woburn, MA 01813-10 800-800-0019 x33340 <i>voice</i> 603-683-1411 <i>fax</i>	SHIP PREPAID TO: <b>Franklin High School</b> Ray Silva 218 Oak St. Franklin, MA 02038 508-541-2100 <i>voice</i> 508-541-5248 <i>fax</i>
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DATE Fri, May 16, 2014	DATE DELIVERY REQUIRED
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QTY.	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1750	17251501	Dell Cust. Chromebook 11 4GB, 3yr accidental warranty (677662305)	\$375.88	\$657,790.00
1750	15913013	Google ChromeOS Management Service Only for EDU Perpetual License Term 36mo Support Team	\$26.00	\$45,500.00
1750	15918826	Wilmington Config SVC Google White Glove Service and Palletizing (4531616)	\$12.50	\$21,875.00
1750	12575178	Case Loglc 11" Netbook Sleeve, Black (ELS-111black)	\$8.39	\$14,682.50

GRAND TOTAL **\$739,847.50**

ORDERING INSTRUCTIONS <i>Order per quote# 23646699.04 and letter re: delivery attached</i>	NUMBER OF PAGES: <u>3</u> DATE FAXED: <u>5.20.14</u>	ACCOUNT 35300735-530700 (New FHS)	AMOUNT \$739,847.50
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Originated by: Tracy A. Marshall

Approved by: \_\_\_\_\_

total accounted for **\$739,847.50**

ALL MATERIALS OR SUPPLIES MUST BE RECEIVED & BILLED WITHIN TWO MONTHS FROM DATE OF THE PURCHASE ORDER UNLESS PRIOR ARRANGEMENTS ARE MADE.

ORDER NOT VALID UNLESS SIGNED.



TOWN OF FRANKLIN, MASSACHUSETTS  
MUNICIPAL BUILDING  
355 East Central Street  
Franklin, MA 02038-1352

ORIGINAL

# Purchase Order

Fiscal Year 2014 Page 1 of

MA Tax Exempt #04-6001152

Fiscal Code C  
Revisions 000  
Fiscal Period 11  
Expiration Date

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.  
Purchase Order # **14004245**

BILL TO

155  
INFO TECHNOLOGY  
TOWN OF FRANKLIN  
355 EAST CENTRAL ST. Room 219  
FRANKLIN, MA 02038

VENDOR

GOVCONNECTION, INC.  
7503 STANDISH PLACE  
ROCKVILLE, MD 20855

SHIP TO

155S  
INFO TECHNOLOGY  
TOWN OF FRANKLIN  
355 EAST CENTRAL ST. 2ND FLOOR  
FRANKLIN, MA 02038

**IMPORTANT: Read Terms and Conditions provided as part of this purchase order. Delivery must be made within doors of specified destination.**

Vendor Phone Number 800-800-0019, 33340		Vendor Fax Number		Requisition Number 14004704		Delivery Reference	
Date Ordered 05/20/2014		Vendor Number 10966		Date Required		Freight Method/Terms	
						Department/Location INFORMATION TECHNOLOGY	
Item#	Description/Part No.	Qty	UOM	Cost Each	Extended Price		
1	Google Chromebooks per attached quote	1	Ea	\$739,847.50	\$739,847.50		

*Norma R. Collins*  
Purchasing Agent

*Susan L. Hayes*  
Comptroller

**PURCHASE ORDER TOTAL**  
**\$ 739,847.50**

Town Administrator (If Required)

VENDOR COPY

# TOWN OF FRANKLIN, MASSACHUSETTS

## GENERAL TERMS AND CONDITIONS

1. Town reserves right to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the Town of Franklin.
2. Prices quoted must include delivery to the FOB Town of Franklin, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
4. Town may cancel award to the successful bidder, if successful bidder fails to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the Town, as specified on purchase order, or from date correct invoice is received by the Town, if the latter date is later than the date of delivery.
6. If the purchase involves sale of goods, seller warrants the successful bidder guarantees that the goods sold are merchantable, that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The contractor shall replace, repair or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. Indemnity: The Seller shall indemnify and save harmless the Town and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the Town may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefore.
8. The successful bidder shall comply with all applicable Federal, State Statutes, and Local By-laws.
9. Purchases made by the Town are exempt from Federal Excise Taxes, and State Sales Taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation to Bid, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the Town. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of cash, a bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the Town, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days of execution of awarded, and approval by the Town of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the Town.
12. Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of Seller or Contractor and may result in an unenforceable claim.
13. All procurements are subject to municipal appropriation and it is the bidder's obligation to obtain confirmation of appropriation and/or available funds.
14. Franklin Town Charter and Bylaws give the Town Administrator or his designee sole authority to make procurements on behalf of the Town and it is the bidder's obligation to confirm that an authority exists for particular procurement.
15. "Equality - An Item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An Item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.  
  
For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the Town.  
  
Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."
16. The Town of Franklin is an equal opportunity owner/purchaser.
17. Right To Know- Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above.
18. Non-Assignability- Seller may not assign this order without written consent of the Town.
19. Insurance- The Seller shall provide a Certificate of Insurance showing evidence of General Liability, Automobile Liability with a minimum of \$1,000,000 each, naming the Town as an additional insured and Worker's Compensation (per Statute).
20. Risk of Loss- If contract involves a sale of goods; risk of loss shall remain with the vendor pending delivery, as provided in the purchase order.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**



# Town of Franklin

PURCHASING OFFICE

355 East Central Street  
Franklin, Massachusetts 02038-1352

Norma R. Collins  
Chief Procurement Officer

May 16, 2014

Chris Guerrette  
GovConnection  
P.O. Box 81018  
Fifth Floor  
Woburn, MA 01813-10

Re: PO# rec 14004704 – Student Chromebook

Dear Chris:

As the time nears for the delivery schedule, please contact Chris Reavey ([Creavey@dpi-boston.com](mailto:Creavey@dpi-boston.com)) *and myself* to schedule place holders for use of the loading dock and over all deliveries and installations. The delivery time frame is a six week period starting on July 7, 2014 through August 15, 2014 per the original bid package. To confirm a delivery schedule please also provide a certificate of insurance for the Company and for any third-party delivery Firms.

Should you require any additional information, please send me an email or give me a call.

Best regards,

Norma R. Collins  
Chief Procurement Officer



# GovConnection™

IT Solutions for Government and Education

## ORDERING INFORMATION:

GovConnection, Inc.  
State of MA – ITC47

<b>EXPIRATION:</b>	<b>3/31/2017</b>
<b>TERMS:</b>	<b>NET 30</b>
<b>FOB POINT:</b>	<b>DESTINATION (within Continental US)</b>
<b>MAXIMUM ORDER LIMITATION:</b>	<b>NONE</b>
<b>DELIVERY TIME:</b>	<b>1-30 DAYS ARO</b>
<b>FEIN:</b>	<b>52-1837891</b>
<b>DUNS NUMBER:</b>	<b>80-967-8782</b>
<b>BUSINESS SIZE:</b>	<b>LARGE</b>

**Ordering Address:**  
GovConnection, Inc.  
732 Millford Road  
Merrimack, NH 03064

**Remittance Address:**  
GovConnection, Inc.  
Box 382810  
Pittsburgh, PA 15260-8810

**Sales: 800-986-2289**

**Fax: 603-683-0374**

*IMPORTANT NOTICE: Any Order accepted by GovConnection is subject to the Terms and Condition set forth in our Offer. If your order is being placed under any one of our many national, state, educational or cooperative Agreements then the Terms and Conditions of your Purchase Order are already negotiated and stated in that Agreement. Any other terms and conditions referenced or appearing in your Purchase Order are considered null and void.*

**If you require a hard copy invoice for your credit card order, please visit the link below to print one:**

<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

## SALES QUOTE

GovConnection, Inc.  
7503 Standish Place  
Rockville, MD 20855

Account Executive: Christopher Guerrette  
Phone: (800) 800-0019 ext. 33340  
Fax: (803) 683-1411  
Email: cguerrette@govconnection.com

# 23646699.04

PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

Date: 5/16/2014  
Valid Through: 6/15/2014  
Account #: 3749322

Account Manager:  
Phone:  
Fax:  
Email:

Customer Contact: Tracy Macleod  
Email: tech@franklin.k12.ma.us

Phone: (508) 553-4818  
Fax: (508) 520-3372

QUOTE PROVIDED TO:

AB#: 3749322  
FRANKLIN PUBLIC SCHOOLS  
*Purchasing Dept*  
355 E CENTRAL STREET  
FRANKLIN, MA 02038  
(508) 541-5243

SHIP TO:

AB#: 6020478  
FRANKLIN PUBLIC SCHOOLS  
TRACY MACLEOD  
355 E CENTRAL ST 2ND FLOOR  
FRANKLIN, MA 02038  
(508) 541-5257

Sub Total	\$ 739,847.50
Fee	
Ship Via	Heavy Weight Ground
Shipping and Handling	
Tax	
<b>Total</b>	<b>\$ 739,847.50</b>

\*Lease for as low as: Call for Lease Quote

DELIVERY	FOB	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	NET 30	ITC47

* Line #	Qty	Item #	Manuf. Part #	Description	Manuf.	Price	Ext
10	1750	17251501	677662305	Cust. Chromebook 11 4GB, 3yr accidental warranty Dell Systems	Dell Systems	\$ 375.88	\$ 657,790.00
20	1750	15913013	CROS-SW-DN-EDU	Acad. Google ChromeOS Management Service Only for EDU Perpetual License Term 36Mo Support Term Google	Google	\$ 26.00	\$ 45,500.00
30	1750	15918826	4531616	Google White Glove Service and Palletizing Wilmington Config SVC	Wilmington Config SVC	\$ 12.50	\$ 21,875.00
40	1750	12575178	ELS-111black	11" Netbook Sleeve, Black Case Logic	Case Logic	\$ 8.39	\$ 14,682.50
							<b>\$ 739,847.50</b>

Product Notes for Quote# 23646699.04

Item #	Description	Notes
17251501	Cust. Chromebook 11 4GB, 3yr accidental warranty	<p>Base Unit: Dell Chromebook 11 (210-ACDU)</p> <p>Keyboard: Internal Keyboard, English, Chromebook 11 (580-ABVP)</p> <p>Floppy Disk Drive: 65 Watt AC Adaptor (450-AAYT)</p> <p>Modem: CHROMEBOOK11,2955U,4GB,51WHR (329-BBXP)</p> <p>Processor Cable: Dell Wireless 1901 802.11a/b/g/n, Bluetooth v4.0 (555-BBSM)</p> <p>Cable: US Power Cord (537-BBBD)</p> <p>Cable: Smart Selection Shipment (VS) (800-BBGY)</p> <p>Documentation Diskette: System Documentation, Multi Language, Chromebook 11 (340-AGYZ)</p> <p>Service: Dell Limited Hardware Warranty Plus Service, Extended Year(s) (965-6131)</p> <p>Service: Dell Limited Hardware Warranty Plus Service, Initial Year (965-6132)</p> <p>Service: Basic Hardware Service: Mail-In Service, 24x7 Technical Support, 2 Year Extended (965-6140)</p>
	Cust. Chromebook 11 4GB, 3yr accidental warranty Notes Continued...	<p>Service: Basic Hardware Service: Mail-In Service, 24x7 Technical Support, Initial Year (965-6142)</p> <p>Service: UPC Label 884116140153,4G,A35 (389-BDYI)</p> <p>Support: Accidental Damage Service, 3 Year (965-6128)</p> <p>Support: Accidental Damage Service (988-7689)</p> <p>Shipment Box (328-BBEX)</p> <p>Directship Info Mod (340-AFZC)</p> <p>Fixed Hardware Configuration (730-8301)</p>
		<p>System Documentation, Multi Language, Chromebook-11 (340-AHHG)</p> <p>Intel(R) Celeron(R) Label (338-BDXI)</p>



355 East Central Street  
508-541-5253 fax  
5085534844 phone

Franklin Public Schools

**Fax**

FAXED

To: Chris Guerrette From:  
Fax: 603 683 1411 Pages: 6  
Phone: 800 800 0019 x33340 Date: 5/20/2014  
Re: 1750 Chromebooks CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Chromebooks!

Pls make Special note of  
Page 3.

Ten

# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
ph: 508-553-4819

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## Internet - Terms and Conditions of Use

File: IJNDB

### INTERNET – TERMS AND CONDITIONS OF USE

#### 1. Acceptable Use

The purpose of the backbone networks making up the Internet is to support research and education in and among academic institutions by providing access to unique resources and the opportunity for collaborative work. Internet access must be in support of education and research and consistent with the educational objectives of the Franklin Public Schools. Use of another organization's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to copyright material, threatening or obscene material or material protected by trade secret.

#### 2. Privileges

The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The administrators, teachers and staff of the Franklin Public Schools will deem what is inappropriate use and their decision is final. The administration, faculty, and staff of the Franklin Public Schools may deny, revoke, or suspend Internet access due to a student's inappropriate use.

#### 3. Network Etiquette

Users are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

- Be polite, do not get abusive in messages to others.
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Illegal activities are strictly forbidden.
- Do not reveal personal addresses, or phone numbers of students or colleagues.
- Note that 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 may be reported to the authorities.
- Do not use the network in such a way that would disrupt its use by other users.
- All communications and information accessible via the network should be assumed to be private property.
- No student may use the network or the Internet for personal gain.

#### 4. Disclaimer

The Franklin Public Schools make no warranties of any kind, whether expressed or implied, for the service it is providing. The Franklin Public Schools will not be responsible for any damages users suffer, including loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions caused by its own negligence, error or omissions. Use of any information obtained via the Internet is at the user's risk. The Franklin Public Schools specifically deny any responsibility for

the accuracy or quality of information obtained through its services.

## 5. Security

Security on any computer system is a high priority, especially when the system involves many users. If the user can identify a security problem on the network or the Internet, the user must notify a staff member, teacher, Principal, or the Franklin Public Schools Technology Director. Students are not to demonstrate the problem to other users, use another individual's network account, or download executable files or applications. Attempts to log on to the Internet or to the network as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Internet.

## 6. Vandalism

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet resource, or any of the above listed agencies or other groups.

# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
ph: 508-553-4819

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## Electronic Device Policy

File: JT

### ELECTRONIC DEVICE POLICY

It is the policy of the Franklin Public School District to create a safe learning environment for all students and staff. The District recognizes that the use of electronic devices and cell phones during school can detract from the learning environment. Inappropriate texting and pictures can result in bullying and cheating and may create a hostile learning environment. Therefore, to promote a safe learning environment, the Superintendent or his/her designee in conjunction with administrators from the elementary, middle, and high schools shall develop and administer appropriate use of electronic devices consistent with the purposes and mission of the Franklin Public Schools

Reviewed; revised; adopted 9/22/09

Reviewed; no revisions 8/7/12

# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
ph: 508-553-4819

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## Electronic Device Policy Between Students and Staff/Teachers/Coaches

File: JU

### Electronic Communications between Students and Staff/Teachers/ Coaches

It is the policy of the Franklin Public School District to maintain appropriate electronic communications between students and staff/teachers/coaches. The district recognizes that there are efficient and appropriate means of communications available to staff/teachers/coaches who need to contact students. Staff/teachers/coaches shall utilize only school-sanctioned modes of communication. When utilizing school-sanctioned modes of communication, students and staff/teachers/coaches are responsible for following all applicable laws, regulations, district policies, school rules and codes of conduct, just as they are in a classroom or other areas of the school.

Reviewed; Revised; Adopted: 9/22/10  
Reviewed; no revisions 8/7/12

# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
ph: 508-553-4819

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## Acceptable Use for Students

File: GBAB

### Acceptable Use for Students

The Franklin Public Schools shall provide students access to the technology system/network, including access to external networks, for limited educational purposes. The technology system/network will also be used to provide information to the community, including parents, governmental agencies, and businesses.

The Superintendent or his/her designee shall implement, monitor, and evaluate the district's technology system/network for instructional purposes. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of technology and shall agree in writing to comply with such regulations and procedures.

When utilizing school sanctioned modes of communication, students, staff, teachers and coaches are responsible for following all applicable laws, regulations, district policies, school rules and codes of conduct.

As part of its bullying awareness curriculum, the school district educates all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

Noncompliance with applicable regulations and procedures may result in suspension or termination of access and/or other disciplinary actions consistent with policies of the Franklin Public Schools. Violation of law may result in criminal prosecution as well as disciplinary action by the Franklin Public Schools.

The Superintendent or his/her designee shall develop and implement administrative regulations, procedures, and user agreements, consistent with the purposes and mission of the Franklin Public Schools as well as with law and policy governing copyright.

The Franklin Public Schools shall not be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The Franklin Public Schools shall not be responsible for ensuring the accuracy or usability of any information found on external networks.

Reviewed; revised – Adopted 9/22/09  
Reviewed; revised 8/7/12

# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
ph: 508-553-4819

## Acceptable use Student Agreement Grades 6-12

File: GBAB-E1

### Franklin Public Schools Information Technology Acceptable Use Student Agreement Grades 6-12

School sanctioned information technology resources are provided for educational purposes. Adherence to the rules is necessary for continued access to the school's technology resources. As part of its bullying curriculum, the school district educates all studnets about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

#### Rules for Technology Use:

- I will respect and protect the privacy of others
- I will use only assigned accounts
- I will not view, use or copy passwords, data or networks that are not authorized
- I will not distribute private information about myself or others
- I will respect the integrity, availability and security of all electronic resources
- I will observe all security practices
- I will report security risks or violations to my teacher or administrator
- I will not destroy or damage data, network or other resources
- I will respect and protect the intellectual property of others
- I will not infringe on copyrights
- I will not plagiarize
- I will follow all school rules and the code of conduct in school handbooks
- I will not harass or cyberbully other students
- I will not access, transmit, copy or create material that violates the school's code of conduct (such as messages that are pornographic, harassing, threatening, or discriminatory)
- I will not use resources to initiate or further acts that are criminal or violate the school's code of conduct
- I will not send spam, chain letters or other unsolicited mailings
- I will not buy, sell, advertise or conduct business unless approved as a school project

#### Contract for Use of Technology

Please sign and return to teacher/Failure to return form indicates student does not have permission to access technology in school.

We have reviewed the student agreement and agree to follow it.

Student Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviewed; revised; adopted 9/22/09  
Reviewed; revised 8/7/12



# Franklin School Committee

355 East Central Street, Franklin, MA 02038  
 ph: 508-553-4819

## Acceptable Use Student Agreement Grades K - 5

**File:** GBAB-E2

### Franklin Public Schools Acceptable Use Student Agreement Grades K-5

In order for a student to use the Franklin Public Schools technology, parents/guardians must be aware that its use is for educational purposes only; he/she must read these guidelines or have them read and explained by a parent/guardian.

All technology use at the elementary level is under the supervision of a teacher or responsible adult. As part of its bullying curriculum, the school district educates all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

Unless the statement below is signed and returned, it is assumed that the student does not have permission to use technology in school.

#### Rules for Technology Use:

- I will use the computer as instructed by my teachers.
- I may use the Internet and World Wide Web only when a teacher or other adult is present and I have permission to do so.
- I will not download any files or software without the permission of a teacher or other adult.
- I will never give out personal information about others or myself over the Internet.
- I will not use my name, only my first initial, if I am doing project work over the internet.
- I will inform my teacher immediately if I find materials or sites that make me uncomfortable.
- I will be polite and only use language that is acceptable in my school.
- I will not harass or bully other students through the use of the computer.
- I understand that I may be subject to school-based discipline if I do not follow the rules.
- I understand that my parent/guardian will be notified if I do not follow rules.

### Acceptable Use Student Agreement for Students K-5

#### Contract for use of Technology

Please return signed page to your classroom or homeroom teacher.

Failure to return this form to school indicates the student does not have permission to use technology at school.

**We have reviewed the rules and agree to follow them.**

\_\_\_\_\_  
*Student Name (Print Name)*

\_\_\_\_\_  
*Grade*

\_\_\_\_\_  
*Date*

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

*Parent/Guardian Name (Print Name)*

*Date*

*Parent/Guardian Signature*

Reviewed; Revised; Adopted: 9/22/10  
Reviewed; revised 8/7/12

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# FHS 1:1 Program Participation Form

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This form is required of all students and is used to enroll in or opt out of the school's 1:1 Chromebook Program. No Chromebooks will be issued to students unless the form has been complete by the student and parent.

\* Required

## 1:1 Chromebook Program Information

### Ethical use of technology

Students at Franklin High School understand that technology must be used in ethical ways that promote a respectful, nurturing and supportive environment. As such, students are expected to use technology in compliance with the acceptable use policy and the code of conduct. The use of technology to harm, demean, or to create a hostile learning environment for others will not be tolerated.

### 1:1 devices and student responsibilities

All students at Franklin High School are provided a Chromebook for use throughout their four years at FHS. Once issued, the device becomes the responsibility of the student and any damage or loss will be the financial responsibility of the student. Students will be expected to return their device in good working order, free from damage prior to commencement during their senior year. The replacement cost of each school issued Chromebook is approximately \$300.00. Insurance covering the full replacement cost of the device is optional and may be purchased by the student at a cost of \$25 per year. The device remains the property of the Franklin Public Schools and the school reserves the right to periodically inspect devices (including the contents of devices) throughout the school year. Students should not have an expectation of privacy in the school-provided Chromebook or its contents.

It is expected that each student brings their device to school each day fully charged. There are charging locations in each classroom, but access to these may be limited during class time. Students should clearly label their device so that it may be easily identified.

### Insurance

Optional insurance for Chromebooks is made available to students on an annual basis, for a \$25 fee, through the school district. This insurance covers accidental damage and theft of the device. The program does not cover lost or misplaced devices. For purposes of this policy, a device is considered stolen only after the student has filed a report directly with the Franklin Police.

Insurance may only be purchased online via the link on the FHS website under STUDENTS or PARENTS/ Online Payments

In the event a device is lost or stolen, and insurance was previously purchased students may file a claim using the form found on the FHS website Under STUDENTS/ Forms

## Opt-out

Students may elect to opt out of the school's 1:1 program, but will be responsible for providing their own electronic device each day. Electronic devices must comply with the following requirements:

- > Ability to access wifi network.
- > Access full web-browsing capabilities via the Google Chrome Browser, including Google Drive and all related Google Applications.
- > Have a cover or case that can be closed at a staff member's direction.
- > Have full-day charge capability.
- > Cell phones are not compliant devices for the purposes of this policy.

Students who elect to opt out of the school 1:1 program understand that content on personal devices that are brought into school or access the schools network must comply with the acceptable use policy and violations of this policy may be subject to disciplinary action.

## Parental Sign-off

All students attending FHS must have a parent complete the parental sign-off at which time the parent will indicate whether or not the student will participate in the program, and agree to the policies governing the use and responsibility for the Chromebooks, or if the student will opt-out of the program and provide his or her own device for school purposes.

## Google Educational Accounts

Each student will be provided with a free Google account that provides access to Gmail, Calendar, Google Drive and Google Applications such as Docs, spreadsheets and others. The accounts provided are educationally based accounts and privacy rights are protected to a greater degree than with google accounts available to the public. To read more about Google privacy rights for educational accounts, click the link below

<http://www.google.com/edu/privacy.html>

It is important that students remember that the google account provided to them is for educational use and remains the property of the Franklin Public Schools. As such, students may not use the account for purposes that do not comply with the acceptable use policy or the code of conduct.

## Gmail

Each student is provided with a Gmail account for school use. This will be the only account that will be used for communication among students and staff at FHS. Students are expected to check their email account daily to ensure they remain up to date with all communications. Parents who wish to monitor communications for their student should request the password to the google account from their child. Parents will continue to receive communications from the school through the regular email account that each parent provided to the school which is visible in the Aspen Portal.

## Content Filtering

Franklin High School employs a content filtering system that is applied to all computers in the school that access the network which limits students' access to content inappropriate for educational purposes. This same system is applied to all Chromebooks while students are at school and at home. Any attempt by a student to bypass this system will be considered a violation of the Acceptable Use Policy and may result in disciplinary action. Students who opt-out of the 1:1 program will not have content filtering available to them when not using the school's network.

## Technical Assistance

Franklin High School has a student technology help desk available to students throughout the day in the media center. Assistance is available before and after school as staffing allows. Students who

experience problems with Chromebooks should seek help from the Technology Help Desk. If an issue is unable to be resolved, a tech support specialist can escalate the problem to the appropriate personnel. The school stocks a limited number of Chromebooks for loan in the event of a technical problem, but these items are not intended for use by students who forget to bring Chromebooks to school

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### *Program Participation \**

- My student will participate in the FHS Chromebook program. I understand that once I receive the device, I am responsible for its care and appropriate use as outlined in the above policies. The chromebook will not be insured under the district's optional insurance program until such time as I have paid for the optional insurance coverage.
- I am electing not to participate in the school's Chromebook program. I understand that I am responsible for providing my own device each day at school in accordance with the opt-out section above.

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### *Parent Signature \**

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### *Student Signature \**

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### *Student 7 Digit Network ID \**

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## **STUDENT LIFE**

### **Ethical use of technology**

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File: JT

#### **CELL PHONE AND ELECTRONIC DEVICE POLICY**

It is the policy of the Franklin Public School District to create a safe learning environment for all students and staff. The District recognizes that the use of electronic devices and cell phones during school can detract from the learning environment. For example, students can use cell phones to video tape and record images and/or materials that are not appropriate and then distribute them to other students, creating a hostile learning environment. Inappropriate texting and pictures can result in bullying and cheating. Therefore, to promote a safe learning environment, the District's Elementary schools, Middle schools, and High School shall have rules relative to the use of electronic devices in the school setting.

#### **CELL PHONE AND ELECTRONIC DEVICE**

The use of cell phones and other personal electronic devices is strictly prohibited. If a student brings a cell phone to school it must be stored in their locker. If a cell phone or personal electronic device (iPod, iTouch, MP3, etc.) is visible during school hours (7:35am-2:05pm) students will face progressive disciplinary action. Students who need to contact a parent or guardian may do so between classes in either the 2nd or 3rd floor (A-House or B-House) administrative offices.

#### **CELL PHONE / ELECTRONIC VIDEO AND STILL-IMAGE DEVICES**

The unauthorized use of electronic video devices (handheld video camcorders, video cellular phones, and other electronic video or electronic still



- e. The school must delete the electronic and postal address and telephone number of the student and custodial parent from the student records provided to non-custodial parents. In addition, such records must be marked to indicate that they shall not be used to enroll the student in another school.
- f. Upon receipt of a court order which prohibits the distribution of information pursuant to M.G.L. 72, §34H, the school shall notify the non-custodial parent that it shall cease to provide access to the student record to the non-custodial parent.

LEGAL REF.: M.G.L. 71:34D; 71:34H; 603 CMR 23.07  
Adopted: September 26, 2006  
Reviewed; no revisions 8/7/12

File: GBAB

#### **FRANKLIN PUBLIC SCHOOLS INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY**

The Franklin Public Schools shall provide students access to the technology system/network, including access to external networks, for limited educational purposes. The technology system/network will also be used to provide information to the community, including parents, governmental agencies, and businesses.

The Superintendent or his/her designee shall implement, monitor, and evaluate the district's technology system/network for instructional purposes. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of technology and shall agree in writing to comply with such regulations and procedures.

When utilizing school sanctioned modes of communication, students, staff, teachers and coaches are responsible for following all applicable laws, regulations, district policies, school rules and codes of conduct.

As part of its bullying awareness curriculum, the school district educates all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

Noncompliance with applicable regulations and procedures may result in suspension or termination of access and/or other disciplinary actions consistent with policies of the Franklin Public Schools. Violation of law may result in criminal prosecution as well as disciplinary action by the Franklin Public Schools.

The Superintendent or his/her designee shall develop and implement administrative regulations, procedures, and user agreements, consistent with the purposes and mission of the Franklin Public Schools as well as with law and policy governing copyright.

The Franklin Public Schools shall not be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users.

The Franklin Public Schools shall not be responsible for ensuring the accuracy or usability of any information found on external networks.

Reviewed; revised – Adopted 9/22/09  
Reviewed; revised 8/7/12

File: GBAB-E1

**FRANKLIN PUBLIC SCHOOLS INFORMATION TECHNOLOGY ACCEPTABLE USE  
STUDENT AGREEMENT GRADES 6-12**

School sanctioned information technology resources are provided for educational purposes. Adherence to the rules is necessary for continued access to the school's technology resources. As part of its bullying awareness curriculum, the school district educates all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

Rules for Technology Use:

- I will respect and protect the privacy of others
- I will use only assigned accounts
- I will not view, use or copy passwords, data or networks that are not authorized
- I will not distribute private information about myself or others
- I will respect the integrity, availability and security of all electronic resources
- I will observe all security practices
- I will report security risks or violations to my teacher or administrator
- I will not destroy or damage data, network or other resources
- I will respect and protect the intellectual property of others
- I will not infringe on copyrights
- I will not plagiarize
- I will follow all school rules and the code of conduct in school handbooks
- I will not harass or cyberbully other students
- I will not access, transmit, copy or create material that violates the school's code of conduct (such as messages that are pornographic, harassing, threatening, or discriminatory)
- I will not use resources to initiate or further acts that are criminal or violate the school's code of conduct
- I will not send spam, chain letters or other unsolicited mailings
- I will not buy, sell, advertise or conduct business unless approved as a school project

Contract for Use of Technology

Please sign and return to teacher/Failure to return form indicates student does not have permission to access technology in school.

We have reviewed the student agreement and agree to follow it.

Student Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### **SCHOOL SAFETY ACT (Chapter 380)**

When a student is expelled under the provisions of this section, no school or school district within the Commonwealth shall be required to admit such student or to provide educational services to said student. If said student does apply for admission to another school or school district, the superintendent of the school district to which the application is made may request, and shall receive, from the superintendent of the school expelling said student, a written statement of the reasons for said expulsion.

File: JII

### **APPEALS, COMPLAINTS AND GRIEVANCES**

Students and their parent(s)/guardian(s) who believe that the students have received unfair treatment in the form of disciplinary action in the form of exclusion from school, specifically suspensions of ten (10) days or greater, consecutively or cumulatively in one school year, or expulsion will have the right to appeal to the Superintendent in accordance with state law. Any applicable provisions of the Massachusetts General Laws or federal law will be followed by school officials in conducting hearings and reviews of student grievances.

For suspensions or exclusions under M.G.L. Chapter 37H, 37H1/2 or 37 H 3/4, the Student may appeal the Principal's decision to the Superintendent and the Superintendent's decision shall be the final decision with no right to appeal to the School Committee

LEGAL REF.: M.G.L. 76:17 and M.G.L. c. 37H and 37H1/2 and 37H 3/4

Reviewed, revised, adopted by School Committee 3/26/13

Reviewed; Revised; Adopted by School Committee: 7/15/2014

### **FRANKLIN PUBLIC SCHOOLS LIAISONS/ COMPLAINT OFFICERS**

**Individuals with Disabilities  
/Special Education Director**  
Ms. Elizabeth Fitzmaurice  
Director of Special Education  
355 East Central Street  
Franklin, MA 02038

**Title II Liaison**  
Ms. Sally Winslow  
Asst. Superintendent  
355 East Central Street  
Franklin, MA 02038