

Kevin M. Carney Superintendent of Schools

Donald R. Sawyer Business Manager

January 5, 2015

Mason Kortz, Legal Fellow ACLU of Massachusetts 211 Congress Street Boston, MA 02110

Re: Request for Public Records Relating to 1:1 Technology Programs (11/26/14)

Dear Mr. Kortz,

Per your request dated November 26, 2014, I am attaching the following items with regards to the 1:1 Technology Program at the Uxbridge Public Schools:

- 1. Your request letter dated November 26, 2104 (2 pages)
- 2. A program summary of the Uxbridge High School 1:1 iPad Program (only 1:1 District Program) (1 page)
- 3. iPad procurement via Apple, Inc. (4 pages)
- 4. SC Policy #IJND "Aceess to Electronic Media" (3 pages)
- 5. SC Policy #IJNDB "Acceptable Use Policy Technology" (1 page)
- SC Policy #IJNDB-E "User Agreement for Participation in an Electronic Communication System" (1 page)
- 7. SC Policy #IJNDB-R "Acceptable Use Policy Technology / Administrative Procedures for Implementation" (2 pages)
- 8. Uxbridge Public Schools "Student/Parent iPad Agreement Form" (2 pages)
- 9. Electronic Communication Guidelines (1 page)

Please let me know if I can be of further assistance.

Sincerely,

Donald R. Sawyer

School Business Manager

The Uxbridge Public Schools believe in equal employment and educational opportunities for its employees and students and does not discriminate on the basis of race, color, creed, national origin or sex in compliance with Title VI and Title IX or disability, in compliance with section 504/ADA or sexual orientation in compliance with G.L. c 151 and 157c.



DEC 1 - 2014

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Mason Kortz, Legal Fellow ACLU of Massachusetts 211 Congress Street Boston, MA 02110 mkortz@aclum.org (617) 482-3170 x314

November 26, 2014

Kevin Carney Superintendent of Schools 21 South Main Street Uxbridge, MA 01569

Re: Request for Public Records Relating to 1:1 Technology Programs

Dear Mr. Carney,

This is a request for public records under M.G.L. ch. 66, § 10 made on behalf of the American Civil Liberties Union Foundation of Massachusetts (ACLUM). ACLUM seeks public records relating to the use of personal technology by students in your school district. We are not requesting any personally identifiable student information.

An increasing number of schools provide students with a laptop, notebook, tablet, eBook reader, or other portable computer ("1:1 device") that a single student will regularly use for at least half the academic year ("1:1 program"). ACLUM understands that your district has a 1:1 program.

We request the following documents relating to 1:1 programs and devices:

- Any contracts, agreements, receipts, invoices, grants, or Memoranda of Understanding for:
 - a. The purchase or acquisition of 1:1 devices.
 - b. The purchase or acquisition of software to be installed on 1:1 devices.
- 2. Any rules, regulations, guidelines, handbooks, training materials, student and parent handouts, or other policy records that describe policies relating to:
 - a. Prevention of unauthorized access to 1:1 devices.
 - b. Remote access to the contents, functionality, use, or location of a 1:1 device.
 - c. Limitations on the applications or software that may be installed on a 1:1 device.
 - d. Limitations on the websites that may be accessed by a 1:1 device.
 - e. Distribution of 1:1 devices to students by purchase, lease, or loan.
 - f. Use of 1:1 devices by students on or off school grounds.
 - g. Inspection of the contents of a 1:1 device by anyone other than the student, whether by physical inspection, remote access, or both.
 - h. Notification in case of unauthorized access to a 1:1 device.

Because this request involves a matter of public concern and because it is made on behalf of a nonprofit organization, we ask that you waive any copying costs pursuant to 950 C.M.R. § 32.06(5), which encourages all custodians of public records to "waive fees where disclosure would benefit the public interest." ACLUM is a nonprofit §501(c)(3) organization dedicated to the protection of civil rights and liberties for all persons in the Commonwealth of Massachusetts.

Whenever possible, we prefer to receive the documents electronically rather than in paper form. As you know, a custodian of public records shall comply with a request within ten days after receipt. If any part of this request is unclear, please contact me at 617-482-3170 ext. 314.

Thank you for your assistance. We look forward to your response.

Sincerely,

Mason Kortz

Legal Fellow

ACLU of Massachusetts

To Whom it may concern,

Attached with this document you should find (1. a: The purchase or acquisition of 1:1 devices) - iPad orders for our High school. You should also find (1. b: the purchase or acquisition of software to be installed on 1:1 devices) - our MDM or mobile device manager that we use on every iPad.

For rules, regulations, guidelines, handbooks, training materials, student and parent handouts, or other policy records that describe policies relating to: (We have attached our student/parent iPad agreement, Electronic communication guidelines, and Acceptable Use Policy.

For the following:

- a. Prevention of unauthorized access to 1:1 devices. Each student is setup with an Uxbridge iTunes account and enrolled on our MDM (which is Casper by Jamf Software).
- b. Remote access to the contents, functionality, use, or location of a 1:1 device. Students are allowed to bring home the Uxbridge iPad. They may use it appropriately as described in our Acceptable use policy. Students utilize cloud technology to save data. Allowing students to access the contents anywhere.
- c. Limitations on the applications or software that may be installed on a 1:1 device. Students are limited to some social media apps on their iPads. As apps are found or brought to our attention that violate our acceptable use policy we restrict access to that app.
- d. Limitations on the websites that may be accessed by a 1:1 device Students are filtered on their 1:1 device in compliance with the Children's Internet Protection Act.
- e. Distribution of 1:1 to students by purchase, lease, or loan. All students are handed an iPad at no cost. The iPads belong to the Uxbridge Public Schools, similar to text books.
- f. Use of 1:1 devices by students on or off school grounds. Students are allowed to take the iPad home with them.
- g. Inspection of the contents of a 1:1 device by anyone other than the student, whether by physical inspection, remote access, or both. A full inspection of the device happens by a technical staff member at first roll out for the 9th graders (before student has access). Another full inspection happens as the student hands their iPad in (for seniors leaving, or students leaving the district) to make sure student data has been removed. Disciplinary inspection happens when a problem is brought to the attention of the building administration. All inspections are done physically.
- h. Notification in case of unauthorized access to a 1:1 device. If a student loses access to the device, we can send a wipe request via ICloud (apple technology) to remove student data. We have systems in place to notify us on unauthorized access to the email system, to our wireless system etc. We use this along with student notification about any issues that arise.



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Please remit to: Apple inc. P.O. Box 281877 ATLANTA, GA 30384-1877 This Is Your

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TERMS & CONDITIONS OF SALE

SCOPE: If Purchaser has agreed, either electronically or via a signed purchase agreement with Apple to terms and conditions applicable to this sale of product, then those terms and conditions shall apply to this sale of product. If no such current agreement with Apple exists, then the terms and conditions contained herein ("Terms & Conditions of Sale") shall apply to all quotations made and contracts of sale entered into between Apple and Purchaser, irrespective of whether Purchaser accepts these Terms & Conditions of Sale by a written acknowledgement, by implication, or by acceptance of goods hereunder. Any term or condition on any order or other document submitted by Purchaser shall be of no force or effect whatsoever and Apple Inc. ("Apple") specifically rejects any different or additional terms and conditions proposed by Purchaser.

ELIGIBLE PURCHASER: By purchasing under these Terms & Conditions of Sale, Purchaser represents and warrants that Purchaser is aware of and meets all of the criteria established by Apple to be an Eligible Purchaser. If Purchaser is buying from Apple's Education Price List, Purchaser represents and warrants that Purchaser is a public or private non-profit, state-accredited, degree-granting institution organized specifically for educational purposes. Apple reserves complete discretion in making all eligibility determinations.

NO RESALE: Product(s) purchased shall be for Purchaser's own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual.

NO EXPORT: Products may not be purchased for export, either directly or indirectly.

PRICE: Prices shall be as set forth on the applicable Authorized Apple Price List in effect on the date Purchaser's order is accepted by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment. Unless Purchaser notifies Apple otherwise, Apple may make partial shipments of Purchaser's order. Apple will not be liable for any failure to ship complete orders. Purchaser will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Should orders for product exceed Apple's available inventory, Apple will allocate its available inventory and make deliveries (Including partial shipments) on a basis Apple deems equitable, in its sole discretion and without liability to Purchaser. Prices include standard freight and insurance using an Apple-selected carrier. All applicable local sales or use taxes, duties, or other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction.

TITLE AND DELIVERY: Title and risk of loss to all Products will pass to Purchaser upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to loss or damage in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not Issue credits or replace Products returned due to loss or damage in transit. Instead, Apple will provide third-party Insurance for damaged or lost Products with Purchaser named as the loss payee.

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All products, other than Apple-branded product, are sold "as is" and without warranty from Apple, but may be accompanied by a

manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such products.

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(b) Unless Purchaser has obtained Apple's prior written consent, Purchaser, in additional to any obligations or restrictions set forth in any license which may accompany a product, shall not copy the software, except to backup or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

LIMITATION OF LIABILITY AND REMEDIES. IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR REVENUE. DIRECT DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF \$300,000 IN THE AGGREGATE. This limitation is a critical element of the parties' bargained-for consideration and will be effective even if Apple is informed in advance of the possibility of such damages.

THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS & CONDITIONS OF SALE BY APPLE.

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Severability. If a court of competent jurisdiction holds that any provision of these Terms & Conditions of Sale is invalid or unenforceable, the remaining provisions of these Terms & Conditions of Sale will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of these Terms & Conditions of Sale.

Walvers. A party's walver of any breach by the other party or failure to enforce a remedy will not be considered a walver of subsequent breaches of the same or of a different kind.

Assignments. Purchaser shall not assign its order, or any interest therein, or any rights hereunder without the prior written consent of Seller.

Entire Agreement. These Terms & Conditions of Sale contain all the agreements, warranties, understandings, conditions, covenants, and representations made between Purchaser and Apple. Neither Purchaser nor Apple will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in these Terms & Conditions of Sale. Purchaser acknowledges that Apple reserves the right to refuse any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions will be unenforceable.

Modifications. No modification to these Terms & Conditions of Sale will be binding unless in writing and signed by an authorized representative of each party.

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SCOPE: If Purchaser has agreed, either electronically or via a signed purchase agreement with Apple to terms and conditions applicable to this sale of product, then those terms and conditions shall apply to this sale of product. If no such current agreement with Apple exists, then the terms and conditions contained herein ('Terms & Conditions of Sale') shall apply to all quotations made and contracts of sale entered into between Apple and Purchaser, irrespective of whether Purchaser accepts these Terms & Conditions of Sale by a written acknowledgement, by implication, or by acceptance of goods hereunder. Any term or condition on any order or other document submitted by Purchaser shall be of no force or effect whatsoever and Apple Inc. ('Apple') specifically rejects any different or additional terms and conditions proposed by Purchaser.

ELIGIBLE PURCHASER: By purchasing under these Terms & Conditions of Sale, Purchaser represents and warrants that Purchaser is aware of and meets all of the criteria established by Apple to be an Eligible Purchaser. if Purchaser is buying from Apple's Education Price List, Purchaser represents and warrants that Purchaser is a public or private non-profit, state-accredited, degree-granting institution organized specifically for educational purposes. Apple reserves complete discretion in making all eligibility determinations.

NO RESALE: Product(s) purchased shall be for Purchaser's own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual.

NO EXPORT: Products may not be purchased for export, either directly or Indirectly.

PRICE: Prices shall be as set forth on the applicable Authorized Apple Price List in effect on the date Purchaser's order is accepted by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment. Unless Purchaser notifies Apple otherwise, Apple may make partial shipments of Purchaser's order. Apple will not be liable for any failure to ship complete orders. Purchaser will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Should orders for product exceed Apple's available inventory, Apple will allocate its available inventory and make deliveries (Including partial shipments) on a basis Apple deems equitable, in its sole discretion and without liability to Purchaser. Prices include standard freight and insurance using an Apple-selected carrier. All applicable local sales or use taxes, duties, or other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction.

TITLE AND DELIVERY: Title and risk of loss to all Products will pass to Purchaser upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to loss or damage in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to loss or damage in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Purchaser named as the loss payee.

PAYMENT: All orders shall be prepaid by Purchaser unless credit is first extended by Apple. If credit is extended by Apple, Purchaser will be invoiced upon shipment of products and payment of such invoice is due no later than thirty (30) days from the date of invoice. Apple reserves the right to change Purchaser's credit terms at any time.

SUPPORT PRODUCTS: Support products (such as the AppleCare Protection Plan) are subject to the terms and conditions that accompany those products.

LIMITED WARRANTY: The sole warranty for Apple-branded product shall be Apple's standard Limited Warranty as set forth in the documentation that accompanies each Apple product.

All products, other than Apple-branded product, are sold "as is" and without warranty from Apple, but may be accompanied by a

manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such products.

APPLE MAKES NO OTHER WARRANTY TO PURCHASER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. APPLE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE RIGHTS: (a) Purchaser acknowledges that products often contain not only hardware but also software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Purchaser, as an end user, is itcensed to use any software contained in such products, subject to the terms of the license accompanying the product, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

(b) Unless Purchaser has obtained Apple's prior written consent, Purchaser, in additional to any obligations or restrictions set forth in any license which may accompany a product, shall not copy the software, except to backup or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

LIMITATION OF LIABILITY AND REMEDIES. IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR REVENUE. DIRECT DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF \$300,000 IN THE AGGREGATE. This limitation is a critical element of the parties' bargained-for consideration and will be effective even if Apple is informed in advance of the possibility of such damages.

THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THESE TERMS & CONDITIONS OF SALE BY APPLE.

GENERAL TERMS:

Governing Law. These Terms & Conditions of Sale will be governed and interpreted under the laws of California, U.S.A., without regard to its conflict of laws provisions.

Severability. If a court of competent jurisdiction holds that any provision of these Terms & Conditions of Sale is invalid or unenforceable, the remaining provisions of these Terms & Conditions of Sale will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of these Terms & Conditions of Sale.

Walvers. A party's walver of any breach by the other party or failure to enforce a remedy will not be considered a walver of subsequent breaches of the same or of a different kind.

Assignments. Purchaser shall not assign its order, or any interest therein, or any rights hereunder without the prior written consent of Seller.

Entire Agreement. These Terms & Conditions of Sale contain all the agreements, warranties, understandings, conditions, covenants, and representations made between Purchaser and Apple. Neither Purchaser nor Apple will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in these Terms & Conditions of Sale. Purchaser acknowledges that Apple reserves the right to refuse any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions will be unenforceable.

Modifications. No modification to these Terms & Conditions of Sale will be binding unless in writing and signed by an authorized representative of each party.

Federal Tax ID #942404110





P.O. Box 281877

ATLANTA, GA 30384-1877

NC. This Is Your

INVOICE

Page	Customer Number	thyolce Number
4	46458	4245542400

Invoice Date	Amount Due
07/09/13	94,860.00



TOWN OF UXBRIDGE TOWN HALL RM 106R 21 SOUTH MAIN ST UXBRIDGE MA 01569-1851



TAFT ELEMENTARY SCHOOL ATTN: PATRICK MISTLER 16 Granite St UXBRIDGE MA 01569-1537 USA

Customer Number	Customer P.O. Number	Sales Order Number	Involce Number	Involce Date	Terms
46458	133533	2452729612	4245542400	07/09/13	Net 30 Days
temi Produce Numbe	Produc	t Description	Total Total Shipped	Unit Price	Extended Price
		, DMTKL46XF182,			
	DMTKL4BZF182	, DMTKL4C2F182,	DMTKL4CBF182,		
	DMTKL4CTF182	, DMTKL4DCF182,	DMTKL4DHF182,		
	DMTKL4DRF182	, DMTKL4E4F182,	DMTKL4EBF182,		
	DMTKL4EKF182	, DMTKLBNZF182)		
003 S4745LL/	A APPLECARE+ FO	OR IPAD - EDU-U	SA 170 17	0	

Salesperson	Contact KG	Entry Date 07/03/13	Ship 07/0	Date)9/13	Routing FEDEX NATI	Waybill Number	Subtotal	94,860.0
After Remitting Payment Retain This Portion Of)	Shipped Franc F/G Distribution Center Elk Grove, Ca 95758		Tax	0.0	
Invoice For Your Records. Please See Reverse Side For Terms And Conditions		itions	Shipping Charges					
Pertaining To This Order. Apple Inc.				Special in	structions:	e galanta petek Maria	TOTAL USD	94,860.0

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manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such products.

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(b) Unless Purchaser has obtained Apple's prior written consent, Purchaser, in additional to any obligations or restrictions set forth in any license which may accompany a product, shall not copy the software, except to backup or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

LIMITATION OF LIABILITY AND REMEDIES. IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR REVENUE. DIRECT DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF \$300,000 IN THE AGGREGATE. This limitation is a critical element of the parties' bargained-for consideration and will be effective even if Apple is informed in advance of the possibility of such damages.

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Modifications. No modification to these Terms & Conditions of Sale will be binding unless in writing and signed by an authorized representative of each party.

Federal Tax ID #942404110



File: IJND

CURRICULUM AND INSTRUCTION Access to Electronic Media

The Committee supports the right of students, employees, and community members to have reasonable access to various information formats and believes it is incumbent upon users to utilize this privilege in an appropriate and responsible manner.

Safety Procedures and Guidelines

The Superintendent or designee shall develop and implement appropriate procedures to provide guidance for access to electronic media. Guidelines shall address teacher supervision of student computer use, ethical use of electronic media (including, but not limited to, the Internet, e-mail, and other District technological resources), and issues of privacy versus administrative review of electronic files and communications. In addition, guidelines shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of embedded messages, or the use of other programs with the potential of damaging or destroying programs or data.

Internet safety measures shall be implemented that effectively address the following:

- Controlling access by minors to inappropriate matter on the Internet and World Wide Web;
- Safety and security of minors when they are using electronic mail, chat rooms, and other forms of director electronic communications;
- Preventing unauthorized access, including "hacking" and other unlawful activities by minors online;
- Unauthorized disclosure, use and dissemination of personal information regarding minors; and
- Restricting minors' access to materials harmful to them.

The District shall provide reasonable public notice of, and at least one (1) public hearing or meeting to address and communicate its Internet safety measures.

Permission/Agreement Form

A written parental request shall be required prior to the student being granted independent access to electronic media involving District technological resources. The required permission/agreement form, which shall specify acceptable uses, rules of on-line behavior, access privileges, and penalties for policy/procedural violations, must be signed by the parent or legal guardian of minor students (those under 18 years of age) and also by the student. This document shall be kept on file as a legal, binding document. In order to modify or rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Superintendent with a written request.

File: IJND

Employee Use

Employees shall use electronic mail only for purposes directly related to work-related activities.

Employees shall not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. (Authorization is not required each time the electronic media is accessed in performance of one's duties.) Each employee is responsible for the security of his/her own password.

Community Use

On recommendation of the Superintendent or designee, the Committee shall determine when and which computer equipment, software, and information access systems will be available to the community. Upon request to the Principal or designee, community members may have access to the Internet and other electronic information sources and programs available through the District's technology system, provided they attend any required training and abide by the rules of usage established by the Superintendent or designee.

Disregard of Rules

Individuals who refuse to sign required acceptable use documents or who violate District rules governing the use of District technology shall be subject to loss or restriction of the privilege of using equipment, software, information access systems, or other computing and telecommunications technologies.

Responsibility for Damages

Individuals shall reimburse the Committee for repair or replacement of District property lost, stolen, damaged, or vandalized while under their care.

Responding to Concerns

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to specific databases or other electronic media.

Audit of Use

Users with network access shall not utilize District resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system.

The Superintendent or designee shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

- 1. Utilizing technology that blocks or filters Internet access for both minors and adults to certain visual depictions that are obscene, child pornography, or, with respect to computers with Internet access by minors, harmful to minors;
- 2. Maintaining and securing a usage log; and
- 3. Monitoring online activities of minors.

LEGAL REFS: 47 USC § 254

CROSS REFS: IJNDB, Acceptable Use Policy – Technology

File: IJNDB

ACCEPTABLE USE POLICY – TECHNOLOGY

Purpose

The Uxbridge Public Schools shall provide access for employees and students to the system/network, including access to external networks, for limited educational purposes. *Educational purposes* shall be defined as classroom activities, career and professional development, and high quality self-discovery activities of an educational nature. The purpose of the system/network is to assist in preparing students for success in life and work by providing access to a wide range of information and the ability to communicate with others. The system/network will be used to increase communication (staff, parent, and student), enhance productivity, and assist staff in upgrading existing skills and acquiring new skills through a broader exchange of information. The system/network will also be utilized to provide information to the community, including parents, governmental agencies, and businesses.

Availability

The Superintendent or designee shall implement, monitor, and evaluate the District's system/network for instructional and administrative purposes.

Access to the system/network, including external networks, shall be made available to employees and students for instructional and administrative purposes and in accordance with administrative regulations and procedures.

Access to the system/network is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of the system and shall agree in writing to comply with such regulations and procedures. Noncompliance with applicable regulations and procedures may result in suspension or termination of user privileges and other disciplinary actions consistent with the policies of the Uxbridge Public Schools. Violations of law may result in criminal prosecution as well as disciplinary action by the Uxbridge Public Schools.

Acceptable Use

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

Monitored Use

Electronic mail transmissions and other use of electronic resources by students and employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for instructional and administrative purposes.

Liability

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

File: IJNDB-E

USER AGREEMENT FOR PARTICIPATION IN AN ELECTRONIC COMMUNICATIONS SYSTEM

This user agreement must be renewed each academic year.						
Users Name:						
Grade level:						
School:						
I have read the District's Acceptable Use Policy and Administrative Procedures and agree to abide by their provisions. I understand that violation of these provisions may result in disciplinary action including but not limited to suspension or revocation of privileges, suspension or expulsion from school, termination of employment, and criminal prosecution.						
Signature:						
Parent/Guardian Sponsor						
I have read the District's Acceptable Use Policy and Administrative Procedures. In consideration for the privilege of using the District's system/network, and in consideration for having access to the public networks, I hereby release the District, its operators, and institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system/network, including, without limitation, the type of damage identified in the District's policy and administrative procedures.						
I give permission for my child to participate in the District's system/network.						
I do not give permission for my child to participate in the District's system/network.						
I give permission for my child's name to appear on their student web page should one be developed.						
I give permission for my child's photo to appear on their student web page should one be developed.						
Signature of parent/guardian:						

This spaced reserved for system administrator.						
Assigned Username:						
Assigned password:						

ACCEPTABLE USE POLICY - TECHNOLOGY Administrative Procedures for Implementation

- 1. Commercial use of the system/network is prohibited.
- 2. The District will provide training to users in the proper use of the system/network.
- 3. The District will provide each user with copies of the Acceptable Use Policy and Procedures.
- 4. Copyrighted software or data shall not be placed on the District system/network without permission from the holder of the copyright and the system administrator.
- 5. Access will be granted to employees with a signed access agreement and permission of their supervisor.
- 6. Access will be granted to students with a signed access agreement and permission of the building administrator or designee(s).
- 7. Account names will be recorded on access agreements and kept on file at the building level.
- 8. Initial passwords provided by the network administrator should be set to expire on login.
- 9. Passwords shall be changed every 15 days and all passwords shall be expired at the end of each school year.
- 10. Passwords are confidential. All passwords shall be protected by the user and not shared or displayed.
- 11. Students completing required course work will have first priority for after hours use of equipment.
- 12. Principals or their designee will be responsible for disseminating and enforcing policies and procedures in the building(s) under their control.
- 13. Principals or their designee will ensure that all users complete and sign an agreement to abide by policies and procedures regarding use of the system/network. All such agreements are to be maintained at the building level.
- 14. Principals or their designee will ensure that training is provided to users on appropriate use of electronic resources.
- 15. Principals or their designee shall be authorized to monitor or examine all system activities, including electronic mail transmissions, as deemed appropriate to ensure proper use of electronic resources.
- 16. Principals or their designee shall be responsible for establishing appropriate retention and backup schedules.
- 17. Principals or their designee shall be responsible for establishing disk usage limitations, if needed.
- 18. Individual users shall, at all times, be responsible for the proper use of accounts issued in their name.
- 19. The system/network may not be used for illegal purposes, in support of illegal activities, or for any activity prohibited by District policy.
- 20. System users shall not use another user's account.
- 21. System users should purge electronic information according to District retention guidelines.
- 22. System users may redistribute copyrighted material only with the written permission of the copyright holder or designee. Such permission must be specified in the document or in accordance with applicable copyright laws, District policy, and administrative procedures.
- 23. System administrators may upload/download public domain programs to the system/network. System administrators are responsible for determining if a program is in the public domain.
- 24. Any malicious attempt to harm or destroy equipment, materials, data, or programs

is prohibited.

- 25. Deliberate attempts to degrade or disrupt system performance may be viewed as violations of District policy and/or as criminal activity under applicable state and federal laws. This includes, but is not limited to, the uploading or creation of computer viruses.
- 26. Vandalism will result in the cancellation of system privileges and will require restitution for costs associated with hardware, software, and system restoration.

27. Forgery or attempted forgery is prohibited.

- 28. Attempts to read, delete, copy, or modify the electronic mail of other users or to interfere with the ability of other users to send/receive electronic mail is prohibited.
- 29. Use appropriate language; swearing, vulgarity, ethnic or racial slurs, and other inflammatory language is prohibited.
- 30. Pretending to be someone else when sending/receiving message is prohibited.

31. Transmitting or viewing obscene material is prohibited.

- 32. Revealing personal information (addresses, phone numbers, etc.) is prohibited.
- 33. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's system/network.

A user who violates District policy or administrative procedures will be subject to suspension or termination of system/network privileges and will be subject to appropriate disciplinary action and/or prosecution.

UXBRIDGE PUBLIC SCHOOLS STUDENT/PARENT IPAD AGREEMENT FORM

Student Name:	Grade:
Parent/Guardian Name:	
Home Address:	
Home Town:	Home Zip:

- It is our belief that if reasonable precautions and care are taken in the use of the iPad, the iPad should not experience physical damage.
- Each student and parent/guardian is asked to read this form carefully. The parent and the student should initial next to each statement that follows, and sign at the appropriate location on page two of this document.

USE OF / PROPER CARE / PRECAUTIONS / PERSONAL RESPONSIBILITIES

	Student Initials	Parent Initials	
1.			I/We understand that the iPad and its accessory equipment are the property of Uxbridge Public Schools.
2.			I/We understand that the student, with the support of the parent/guardian, is responsible for the daily care and maintenance of the iPad.
3.			I/We understand and agree to abide by the rules and regulations of the Uxbridge Public School Acceptable Use Policy and the Electronic Communication Guidelines. Failure to abide by this policy will result in disciplinary action.
4.			I/We understand that the iPad will be returned at the school's discretion for upgrades and maintenance.
5.			I/We understand that I/we must report all iPad damages or the theft/loss of the iPad to the building administration within one school day. In the event the iPad is stolen a police report must also be filed.
6.	,		I/We understand that, unless instructed otherwise by a staff member, all students must have their fully charged iPad with them each day for every class.

INSURANCE COVERAGE/ACCIDENTAL DAMAGE/THEFT & LOSS COVERAGE

	Student Initials	Parent Initials	
7.			I/We understand that the district strongly encourages that I/we purchase insurance coverage for accidental damage or theft. I/We will be responsible for the annual premium payment and any deductible.
8.			I/We understand that if I/we decide not to purchase the insurance I/we will be responsible for the <u>full replacement cost</u> and/or cost of repairs if the iPad is lost, stolen, or damaged in any way.
9.			I/We understand that an insurer will not cover loss or damage caused by your dishonesty or anyone acting for you. Nor would an insurer cover any loss or damage arising from your illegal acts. Insurers will also not cover loss or damage caused by your intentional damage or destruction of property covered under this policy.
10.			I/We understand that insurance policies contain the complete details of coverage and it takes precedence over any language contained in this document.
11.			I/We also understand that in the event that the iPad was stolen or lost regardless of the circumstances, I/we will be responsible for the full replacement cost of the iPad if it is not covered by insurance.
12.			This iPad Agreement, other than possible changes by the insurer, shall remain in effect until the iPad is returned or a new agreement is signed.
13.			I/We understand that it is my/our responsibility to renew the insurance policy in a timely manner.

Uxbridge Public Schools reserves the right to amend this agreement at any time.

A signature below signifies that the student and parent/guardian has read and acknowledges the above.				
Student Signature:	Date:			
Parent/Guardian Signature:	Date:			
Uxbridge District Use Only:				
Initials of District Staff Member:				
Cash/Check #: Payment Date:				
DECLINED TO PURCHASE INSURANCE				

ELECTRONIC COMMUNICATION GUIDELINES

Uxbridge High School (UHS) recognizes the rapid transformation that has taken place with regards to electronic forms of communication. When used appropriately, electronic forms of communication can be beneficial in enhancing communication between parents/guardians, students, faculty, coaches, and administrators. When used inappropriately, electronic communication can lead to negative consequences for those individuals found to be at fault. In order to protect students, staff, and the District from inappropriate use of electronic forms of communication, all members of the UHS community (faculty, staff, administrators, coaches, volunteers, students and parents/guardians) must adhere to the following expectations:

- 1. All electronic communication should be just, courteous, and professional. Nothing is more important than one's integrity and professional ethics and these principles apply to how members of the UHS community communicate with others. Employees and volunteers should be aware that word choice, tone, grammar and subject matter should model the standards and integrity of a District professional.
- 2. All electronic communication between employees and students should be transparent. Whenever possible, District email or other District sponsored communication vehicle should be used.
- 3. UHS employees/volunteers may only use social networking sites with students if they have setup a professional account, or use privacy settings that accomplish the same goal. There must be a clear understanding of the appropriate boundaries in an educational setting and the behaviors of employees/volunteers should be consistent with the educational mission of our schools. Some examples of inappropriate communication on social networking sites include: posting items of a sexual nature, exhibiting or advocating drug or alcohol use, illegal behavior, or other unbecoming conduct. It is the responsibility of employees/volunteers to monitor and filter social networking sites that they use in order to make sure that the content upholds and reflects appropriate conduct.
- 4. All UHS employees must comply with privacy laws and preserve the confidentiality of student and employee information.
- 5. All members of the UHS community should report any inappropriate contact via electronic means immediately to the building principal or other district administrator.
- 6. These guidelines are in addition to, and not as a substitute for, the District's Acceptable Use Policy that governs the use of the District's technology resources.
- 7. Penalties can result from the inappropriate and/or unprofessional use of electronic forms of communication.