

## **VLAC TECHNOLOGY EQUIPMENT AND ACCEPTABLE USE AGREEMENT**

As a participant in the VLAC program, your student will be provided certain Technology Equipment (as described below) and Internet access to be used for completion of VLAC course-related work and to communicate with Program staff. Using the Technology Equipment and Internet is governed by this VLAC Technology Equipment Use and Internet Acceptable Use Agreement.

### **Internet Access and Technology Equipment**

Oakland Schools shall provide each student with the option of receiving a desktop computer, laptop, notebook, or tablet and a printer (“Technology Equipment”) and Internet access at the student’s home to access the Virtual Learning Academy Consortium (“VLAC”) program curriculum and complete the student’s coursework under the VLAC program. The Internet service is limited to the data network coverage area of the Internet service provider selected by Oakland Schools and VLAC. Any use of the Internet service beyond the designated data network coverage area resulting in roaming charges will be the sole responsibility of the Parent. Oakland Schools is the legal title owner of all Technology Equipment issued to a student participating in VLAC. Parents/Legal guardians (“Parents”) may opt to have their student use their personal computer (or similar technology device), printer, or Internet service (provided that such computer or printer meets certain technological requirements as determined by Oakland Schools). The Technology Equipment and Internet service provided shall be determined at the sole discretion of Oakland Schools.

### **Lost, Stolen, or Damaged Technology Equipment**

Students and Parents are responsible for the care and custody of the Technology Equipment at all times. If Technology Equipment is damaged, lost, or stolen due to the negligent, deliberate, or willful acts of the student or Parent, the Parent shall be responsible to pay to Oakland Schools the full cost of the replacement value of the Technology Equipment.

If the Technology Equipment is lost or stolen, the Parent shall immediately notify the Oakland Schools Technology Services Department at (248) 209-2060, file a police report, and provide a copy of the police report to Oakland Schools. If the Technology Equipment is damaged, the Parent shall immediately notify the Oakland Schools Technology Services Department at (248) 209-2060.

### **Internet and Technology Security Measures**

Oakland Schools is subject to the Children’s Internet Protection Act (“CIPA”), as amended, requiring Oakland Schools to implement Internet filters and other security measures for all Technology Equipment (excluding printers) and Internet services provided by Oakland Schools. The Internet filters and security measures are designed to prevent access to materials inappropriate for Students on the Internet and to monitor online activities of Students. However, Oakland Schools may not be able to technologically limit access to only those online services authorized for study, research and educational purposes. Students may be able to access information and communicate with people on the Internet that Oakland Schools has not

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authorized for educational purposes. Also, by participating in the use of the Internet, students may intentionally or unintentionally gain access to information and communications that the Student or Parents find inappropriate, offensive, controversial, or otherwise objectionable. In addition, all information published on the Internet can be viewed and used by anyone. Students and Parents who use Internet services or computers provided by Oakland Schools must comply with the Oakland Schools Board of Education Policy 4520 – Children’s Internet Protection Policy.

Consequences for Illegal and/or Inappropriate Use

Using Oakland Schools’ Technology Equipment for illegal or inappropriate use or to support such activity is strictly prohibited. Illegal activity is defined as any activity that violates federal, state, or local law and regulations. Inappropriate activity is defined as any activity that violates Oakland Schools’ policy, administrative rules, Student Technology Code of Conduct and Acceptable Use (“Technology Code of Conduct”), this Agreement or the intended use of the Technology Equipment. Violation of District policy, administrative rules, Technology Code of Conduct, this Agreement by any individual may result in temporary or permanent suspension of Technology Equipment, Internet and/or e-mail privileges, and further disciplinary measures, as provided by Oakland Schools or the students Home School’s Student Code of Conduct, removal from the program, or legal action.

Rights and Responsibilities of Oakland Schools and VLAC

Oakland Schools reserves the right to monitor any and all activity involving the Technology Equipment and Internet use including, but not limited to, searching data or e-mail stored on all Oakland Schools-owned Technology Equipment at any time and for any reason. As such, Users of the Technology Equipment have no right of privacy in such data. Oakland Schools reserves the right to terminate or modify, in full or in part, the Technology Equipment offered by the District.

Further, Oakland Schools reserves the right to: (1) Make determinations whether specific uses of its Technology Equipment and Internet services are inconsistent with its goals, educational mission, policies and/or administrative rules, Technology Code of Conduct, this Agreement; and (2) Terminate a User’s privilege to access Technology Equipment to prevent further unauthorized activity.

Disclaimer

PLEASE NOTE: OAKLAND SCHOOLS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE TECHNOLOGY EQUIPMENT IT IS PROVIDING, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OAKLAND SCHOOLS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES INCURRED BY A USER OF THE TECHNOLOGY EQUIPMENT, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS. OAKLAND SCHOOLS DOES NOT ENDORSE OR GUARANTEE THE ACCURACY OR QUALITY OF INFORMATION OBTAINED VIA THE INTERNET OR ELECTRONIC MAIL.

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IN NO EVENT SHALL OAKLAND SCHOOLS BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) ARISING OUT OF THE USE OF THE TECHNOLOGY EQUIPMENT, THE INTERNET, ACCURACY OR CORRECTNESS OF DATABASES OR INFORMATION CONTAINED THEREIN, OR RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE OR DELAY OF ACCESS TO THE INTERNET OR OTHER NETWORK APPLICATION.

Purchase of Technology Equipment

After a student has completed one (1) full year of the VLAC program, the Parent may purchase the Technology Equipment from Oakland Schools. The sale price of VLAC Technology Equipment shall be calculated using a Straight Line Depreciation Method with a 10% of purchase price salvage value and a four (4)-year depreciation/useful life (Purchase Price – Salvage Value / Years of Estimated Life = Depreciation Value or Sale Price).

Student Technology Code of Conduct and Rules for Acceptable Use

1. I/We understand and agree to all the provisions above.
2. I/We agree the primary purpose of the Technology Equipment and Internet service is for participation in VLAC.
3. I/We acknowledge my Student has no expectation of privacy when using Technology Equipment, e-mail, data on a computer or server, Internet use, video recording, etc. I understand that my Student's use of Oakland Schools' Technology Equipment and Internet service identified in this Agreement, may and can be monitored electronically by designated Oakland Schools' staff at any time and without notice.
4. I/We understand for Oakland Schools to ensure the Technology Equipment is being used responsibly, Oakland Schools reserves the right to inspect any and all data, including but not limited to data stored by my student on the Oakland Schools' Technology Equipment.
5. I/We understand that communications on the Internet are public in nature, and I/we will be careful to maintain appropriate and responsible communications at all time.
6. I/We understand Oakland Schools cannot guarantee the privacy, security, or confidentiality of any information sent or received, either *via* the Internet, an e-mail or otherwise.
7. I/We shall not knowingly or intentionally disclose, transmit, disseminate or otherwise distribute with the Technology Equipment and Internet service, copyrighted, or private information. *Private information includes: (i) personal information I/we would not want provided to strangers such as my own or my student's name, address, telephone number, passwords, Social Security number, credit card information, other financial information, health information, pictures or other personally identifiable information; or (ii) confidential or privileged information that is not supposed to be disclosed.*

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8. I/We shall not make copies of software from the Technology Equipment or otherwise modify or tamper with the Technology Equipment or attempt to disable or circumvent any technology protection measure. Use of Technology Equipment for fraudulent or illegal copying, communication, taking or modification of material in violation of law is prohibited and will be referred to federal authorities. The illegal use of copyrighted software is prohibited. Oakland Schools and VLAC uphold the copyright laws of the United States, as it applies to computer programs or licenses owned or licensed by Oakland Schools.
9. I/We shall not install or download any software, programs or games on the Technology Equipment without the express prior written permission of the Executive Program Director of the VLAC program.
10. I/We agree my Student will not store private information on the Technology Equipment.
11. I/We agree my Student will not attempt to log into the Calvert website using any login or password other than the login or password assigned to my Student and my Student will not share their password with any other individual, allow another individual to use their login or password or use or attempt to use another person's login or password.
12. I/We agree my Student will adhere to Oakland Schools Board policies, administrative rules, and Technology Code of Conduct, and all applicable federal and state laws and regulations governing copyright of software and Internet content.
13. I/We agree my Student will not use computer software that is not properly licensed or that is "pirated" or otherwise illegally obtained for use on Oakland Schools' Technology Equipment, whether for instructional, administrative, or any other purpose.
14. I/We shall not knowingly or intentionally introduce a virus, worm, Trojan horse, rootkit or engage in any other malicious action that affects the Technology Equipment. Oakland Schools and VLAC may collect and examine any Technology Equipment suspected of bypassing the network filters and security, or processing or accessing information related to network filters and security policies.
15. I/We shall not knowingly or intentionally introduce a virus, worm, Trojan horse, rootkit, bot, or any other type of malicious software or engage in "hacking" or any other malicious action that affects software or hardware owned by others.
16. I/We shall not knowingly or intentionally damage or alter any aspect of the Technology Equipment or alter or modify the Technology Equipment.
17. I/We shall not use the Technology Equipment for purposes other than for VLAC related course work. The Technology Equipment and Internet service shall not be used for illegal

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activity, for-profit purposes, lobbying, campaigning, advertising, fundraising, transmitting offensive materials, hate mail, mass e-mailing, discriminating remarks, or obtaining, possessing, or sending sexually explicit, obscene, or pornographic material and I/We shall not violate the terms of use of any website or mobile app.

18. I/We agree that Technology Equipment shall not be used to harass, intimidate, threaten, embarrass or cyber bully others.
19. I/We agree that messages sent by using Technology Equipment and/or Internet service shall not contain profanity, obscene comments, sexually explicit material, expressions of bigotry, racism or hate, nor shall contain private information.
20. I/We agree the Technology Equipment and Internet shall not be used for retrieving, viewing, obtaining, copying, or sending obscene, pornographic, abusive, threatening, criminal, or otherwise harmful materials. This shall include disturbing, threatening, cyber bullying or harassing other Users and persons on the Oakland Schools network or other computer systems by sending unwanted e-mail or by other means.
21. I/We agree that Oakland Schools may at any time make determinations that particular uses of the Technology Equipment, Internet services, email or network are or are not consistent with the goals of Oakland Schools.
22. I/We agree that I/We shall be financially responsible for any and all damages to Technology Equipment resulting from My/Our negligent, deliberate or willful acts and shall comply with reporting requirements as outlined in the first page of the Agreement under the heading "Lost, Stolen or Damaged Technology Equipment."
23. The District, in its sole discretion, reserves the right to terminate the availability of information technology resources at any time.
24. I/We acknowledge and agree that I/We may have the option to receive certain communications in connection with my own/our student's participation in VLAC by regular (unsecured) email and that such information may contain personal student information; I/We understand that such email is not secure from intrusion and I/We understand that Oakland Schools makes no representation as to the security of such email communications.

Failure to abide by this Agreement could result in the immediate removal or return of Technology Equipment and/or termination of Internet services provided by Oakland Schools. This could result in the Student's removal from the Program if the Parent cannot provide Technology Equipment and/or Internet access for continued use of the Calvert curriculum and related online resources.

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**Technology Equipment and Acceptable Use Agreement**

**Parent Authorization Form**

I/We, the undersigned Parent of, \_\_\_\_\_, have read and thoroughly discussed with my/our Student the VLAC Technology Equipment and Acceptable Use Agreement, the terms and conditions of which are incorporated herein by reference, and agree to the terms and conditions as stated.

By executing this Agreement, I/We expressly agree to be responsible for my /our Student's use of technology in conformance with the Student Technology Code of Conduct and Rules for Acceptable Use, and to assume all responsibility for any liability associated with his/her use of the Technology Equipment and Internet services. I/We hereby release, in both my/our personal capacity, and as guardian of my/our Student, Oakland Schools as well as staff, and administrator's, from any claims arising out of my/our Student's violation of, or conduct inconsistent with, the Student Technology Code of Conduct and Rules for Acceptable Use, this Agreement, including but not limited to, people online, whether such claims arise from Internet use performed on Technology Equipment or Internet services provided by Oakland Schools or through personal accounts using Oakland Schools Technology Equipment.

I/We also hereby agree to indemnify Oakland Schools as well as all board members, staff, and administrators from any claims arising out of my/our Student's violation of, or conduct inconsistent with, Student Technology Code of Conduct and Rules for Acceptable Use and/or this Agreement, made by third parties and whether such claims arise from Internet use performed on Technology Equipment or Internet services provided by Oakland Schools or through personal accounts using Oakland Schools Technology Equipment.

I/We further understand and agree to return all Technology Equipment to VLAC when my Student is no longer enrolled in VLAC, or at any time if requested or required by VLAC staff or Oakland Schools. I/We acknowledge and agree that if the Technology Equipment is not returned, is returned damaged or altered, or is lost, stolen or misplaced, I/We will be charged and agree to pay the Technology Equipment replacement costs as set forth in this Agreement. Further, I/We understand and agree I/We are consenting to my/our Student's use of the Internet and agree to assume the risks associated with use of the Internet. I/We understand that violating this Agreement may result in the loss of using the Technology Equipment and/or Internet service by my/our student and that disciplinary action may result which may lead to removal of my/our Student from VLAC.

I/We acknowledge and agree that my/our Student has been issued the following Technology Equipment and agree to the corresponding replacement costs:

- Chrome book & Warranty No. \_\_\_\_\_ \$
- Printer No. \_\_\_\_\_ \$

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I/We acknowledge and agree that I/we are solely responsible for all data roaming charges incurred by any User of the Internet service provided by Oakland Schools, with or without my/our knowledge or authorization. I/We further acknowledge and agree to make payment for the full amount of roaming charges within 30 days of receiving a written invoice from Oakland Schools.

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

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

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date