



**Second Mesa Day School**  
Main School Rd, Second Mesa, AZ 86043  
**Tel: (928) 737-2571**  
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## **Student Use of Technology Agreement and Release of Liability Form**

Second Mesa Day School SMDS authorizes students to use technology owned or otherwise provided by SMDS as necessary for instructional purposes. The use of SMDS technology is a privilege permitted at SMDS's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. SMDS reserves the right to suspend access at any time, without notice, for any reason.

SMDS expects all students to use technology responsibly in order to avoid potential problems and liability. SMDS may place reasonable restrictions on the sites, material, and/or information that students may access through the system. Any Violation will result in confiscation of SMDS technology.

Each student who is authorized to use SMDS technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

### **Definitions**

SMDS technology includes, but is not limited to, computers, SMDS's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through SMDS-owned or personally owned equipment or devices.

### **Student Obligations and Responsibilities**

Students are expected to use SMDS technology safely, responsibly, and for educational purposes only. The student in whose name SMDS technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using SMDS technology for improper purposes, including, but not limited to, use of SMDS technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Intentionally disrupt or harm SMDS technology or other SMDS operations (such as destroying SMDS equipment, placing a virus or malware on SMDS computers, adding or removing a computer program without permission from a teacher or other SMDS personnel, changing settings on shared computers).
6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the SMDS or other users.
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or SMDS practice.

**Privacy**

Since the use of SMDS technology is intended for educational purposes, students shall not have any expectation of privacy in any use of SMDS technology.

The SMDS reserves the right to monitor and record all use of SMDS technology, including, but not limited to, access to the Internet or social media, communications sent or received from SMDS technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of SMDS technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any SMDS technology are the sole property of SMDS. The creation or use of a password by a student on SMDS technology does not create a reasonable expectation of privacy.

**Personally Owned Devices**

If a student uses a personally owned device to access SMDS technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

**Reporting**

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of SMDS technology, he/she shall immediately report such information to the teacher or other SMDS personnel.

**Consequences for Violation**

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to SMDS technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

**Student Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and SMDS policies and regulations governing the use of SMDS technology. I understand that there is no expectation of privacy when using SMDS technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student Name: \_\_\_\_\_ Student Signature: \_\_\_\_\_  
(Please print)

Date: \_\_\_\_\_ Grade: \_\_\_\_\_ School: Second Mesa Day School

**Parent or Legal Guardian Acknowledgment**

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use SMDS technology and/or to access the school's computer network and the Internet. I understand that, despite the SMDS's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, SMDS, and SMDS personnel against all claims, damages, and costs that may result from my child's use of SMDS technology or the failure of any technology protection measures used by SMDS. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Parent Name: \_\_\_\_\_ Parent Signature: \_\_\_\_\_  
(Please print)

Date: \_\_\_\_\_ Device/SMDS Tag# \_\_\_\_\_