

# **Student Technology and Device Agreement**

This Agreement is entered into between Forest Area Community Schools, the Student and the Parent(s)/Guardian(s) of the Student.

Students at Forest Area Community Schools need a personal learning device intended for use as a positive learning tool in coordination with the District's curriculum. The school district will provide this device. Students have the option of using a suitable device of their own instead of a district-owned device.

To receive a district-issued device, the student and his or her parent/guardian must read and submit to this Student Technology and Device Agreement. Students using a personally-owned device are still subject to the District Technology and Acceptable Use Authorization Form.

**Applicable Policies:** In using the device, students must adhere to all District policies, accompanying procedures, and guidelines in order to maintain access to this resource. The student is subject to and must comply with the District's Board of Education Policies, District Technology and Acceptable Use Authorization and Student Handbook Policies addressing student discipline, harassment/bullying, their associated administrative procedures and regulations. A violation of any of these policies or agreements could result in loss of network/technology privileges, loss of right to use a device, or appropriate discipline.

#### **Expectations**

#### 1. Students May Not:

- A. Disrupt the educational process of the school district through non-educational use of the device.
- B. Endanger the health or safety of themselves or anyone else through the use of the device.
- C. Invade the rights and privacy of others at school through the use of the device.
- D. Access other user accounts or files without authorization.
- E. Communicate inappropriately with other students.
- F. Engage in illegal or prohibited conduct of any kind through the use of the device.
- G. Access pornography.
- H. Access or downloading unauthorized software or programs
- I. Violate the conditions and rules of acceptable use of electronic network/technology.
- J. Remove protective case from devices that travel with the student.
- K. Purposefully mark the device or stick anything to the device.
- L. Use protective case to carry anything other than the device itself.
- 2. **Maintenance of Device.** Students using a district-owned device are expected to keep the device in good and working condition. In addition to following the District and manufacturer's maintenance requirements, students should:
  - A. Use only a clean, soft cloth to clean the device's screen. No cleansers of any type should be used and minimal pressure should be applied to the screen to avoid cracking.
  - B. Insert and remove cords and cables carefully to prevent damage to connectors.
  - C. Not write or draw on the device or apply any stickers or labels that are not property of the District.
  - D. Handle the device carefully and ensure others do the same.
  - E. Not leave the device in places of extreme temperature, humidity, or limited ventilation. (e.g., in a car) for an extended period of time.

- F. Secure the device when it is out of their sight. The device should not be left in an unlocked locker, on a desk, or other location where someone else might take it.
- G. Use a protective carrying case with the device if one is provided by the district.
- 3. **Daily Use of Device.** The device may be used in class any given day. If students are permitted and chooses to use the device at home, they are responsible for bringing it to school every day, fully charged.
- 4. **No Unauthorized Software or Data.** Only legally licensed software, apps, media, or other data is permitted on the device. Students shall not download software, apps, media or other data (including songs, photos, or videos) without a District employee's prior approval. Students will not replace the manufacturer's operating system with custom software (i.e., "jailbreak" the device), remove or modify the District-installed device configuration.
- 5. **No Right to Privacy.** District-issued devices are District property; therefore, the District may examine the devices and search their contents at any time for any reason. Neither students nor parents/guardians have any right to privacy of any data saved on the device or in a cloud-based account to which the device connects. The school administration may involve law enforcement, if it is possible the device may have been used for an illegal purpose.

#### **Additional Terms**

- 1. **Damage to or Loss of Device**. Parent(s)/guardian(s) are responsible for their child's use of the device, including any damage to or loss of the device.
  - A. Damage: Damage to devices will be billed at a predetermined rate, not to exceed the cost of the entire device. Forest Area Community Schools will fund 25% of the repair cost and the student and/or parent(s)/guardian(s) will fund the remaining 75% of the repair cost. If multiple incidents of accidental damage occur, Forest Area Community Schools will determine an appropriate replacement cost(s) for the student and/or parent(s)/guardian(s). We understand accidents happen and these will be evaluated on a case-by-case basis. Damage incurred when an issued case was not used will be billed.
  - B. **Theft:** In the event of theft, upon presentation of a filed police report, the parent(s)/guardian(s) may be responsible for the first \$50 of the replacement cost. Forest Area Community Schools will fund the remainder of the replacement cost, for a single occurrence.
  - C. **Loss:** In the event that the device, case, or charger is lost, the student and/or parent(s)/guardian(s) are responsible to cover the entire replacement cost.
  - D. **Headphone Ports:** Headphone ports are usually soldered to the computer motherboard. When this port is damaged, the repair may require replacing the entire board. This repair may be equivalent in price to replacing the entire unit.
  - E. **Charges:** The following are examples of charges that may be incurred and are adjusted annually. Note that broken headphone jacks may require replacing the entire device.
    - a. The decision to assess a charge, as well as the amount of any charge, is at the sole discretion of the District, but will not be greater than the full replacement value of the device.

Part	Total Part Cost	75% of Cost Covered by Student	25% Cost Covered by School
Display Panel	\$68.00	\$51.00	\$17.00
Keyboard	\$50.00	\$37.50	\$12.50
Touchpad	\$10.00	\$7.50	\$2.50
Top Cover	\$26.00	\$19.50	\$6.50
Bottom Case	\$29.00	\$21.75	\$7.25
Hinge Bezel	\$10.00	\$7.50	\$2.50
Display Bezel	\$10.00	\$7.50	\$2.50
AC Adapter	\$25.00	\$18.75	\$6.25
Battery	\$25.00	\$18.75	\$6.25
USB Board	\$10.00	\$7.50	\$2.50
Camera	\$15.00	\$11.25	\$3.75
Display Hinge	\$13.00	\$9.75	\$3.25
Mother Board = Full Replacement			
11" Full Replacement	\$300.00	\$225.00	\$75.00
14" Full Replacement	\$320.00	\$240.00	\$80.00
Carry Case	\$25.00	\$18.75	\$6.25

- 2. Hardware or Functionality Problems. If a problem arises with the functionality of a student's district-issued device, the student must notify the appropriately designated school staff (District Technology Department staff) within 24 hours or on the next school day. Under no circumstances should the student or his/her parent(s)/guardian(s) attempt to fix or allow anyone but District staff the attempt to fix suspected hardware faults or the device's operating system. Do not take the device to any repair shop. Replacement parts and chargers must be provided by the district to ensure compatibility and consistency among all devices.
- 3. **Failure to Return the Device.** If a student fails to return the district-issued device and any assigned accessories as directed, the District may, in addition to placing the expenses onto the student account and seeking reimbursement from the student's parent(s)/guardian(s), file a theft report with local law enforcement authorities.
- 4. Internet Filter Outside of School. Although the District employs Internet filters and monitors students' Internet activity at school, filtering cannot catch everything. By submitting to this Agreement, parent(s)/guardian(s) understand and acknowledge this and agree that their child's use of the Internet on the device at home or off of school grounds is at the discretion of, and should be monitored by, the parent(s)/guardian(s). Some sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate, or offensive to some people. Parent(s)/guardian(s) assume complete responsibility for the Internet access beyond the network provided by the District. When using the device outside the District, students are bound by the same policies, procedures, and guidelines as in school.

- 5. **Data as Records.** Data saved to the device is not maintained by the District as public records or as student records. In the event this data needs to be maintained by the District for any reason, the District will take affirmative steps to preserve it.
- 6. Waiver of Device-Related Claims. By signing below, you acknowledge that you have read, understand, and agree to follow all responsibilities outlined in this Agreement and agree to be bound by this Agreement. You also agree that the device was delivered in good working order and acknowledge that it must be returned to the District in good working order. By signing this Agreement, you waive any and all claims you (and your heirs, successors, and assigns) may have against Forest Area Community Schools, its Board of Education and its individual Board members, employees, and agents, from any and all claims, damages, losses, causes of action and the like relating to, connected with, or arising from the use of the device or from this Agreement.
- 7. **Indemnification for Device-Related Claims.** To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless Forest Area Community Schools, its Board of Education, and its individual Board members, employees and agents, from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the device or from this Agreement.

#### **Parent and Guardian Rights**

Parents/guardians have the right at any time to review the contents of their child's electronic and e-mail files. In the event that a parent/guardian has a serious concern regarding their child's safety and wishes to review their child's electronic files, they must submit their request in writing to the school principal. The request must include the student's name, and a list of files or accounts. The building principal will work with the Technology administration to provide the files.

Parents/guardians also have the right to request termination of their child's technology and account access. Parents/guardians should be aware that their decision to limit or eliminate access to technology resources will significantly affect their child's ability to work collaboratively on projects and assignments, and will hamper the development of skills necessary to live and work in an increasingly digital world.

### Opt-Out

Parents/guardians have the option to not use a district-provided device. It is expected that each student will have a suitable device to use instead. Phones and similarly sized devices are not suitable devices.

When choosing to use a personal device instead of the district device, please be aware of the following:

- Most district-licensed software cannot be installed on a personal device.
- The district cannot provide any repair or troubleshooting services.
- The district is not responsible for the device should it be lost or damaged.
- Most personal devices can be configured to print to district printers, but software must be installed on the device to support this.
- Personally-owned devices are not filtered by the district when not on campus.
- The Technology and Acceptable Use Authorization and other provisions of this document still apply to the student's technology use regardless of which device is used. You may request a district-owned device at a later date if the personal device is unavailable, subject to device availability.
- Secure testing may require a student who normally uses a personal device to temporarily use a district provided device. This will be supervised by district staff and the district owned device will be returned at test completion.

## **Agreement and Signatures**

Use of devices on the Forest Area Community Schools' network is a privilege that supports school-appropriate learning. The consistent operation and maintenance of the computer network and equipment relies on users adhering to established guidelines. Therefore, by signing this agreement, users acknowledge that they have read the Student Technology and Device Agreement and understand the District's expectations and the student's responsibilities.

By signing this agreement, students and parent(s)/guardian(s) agree to abide by the specifications outlined in the Student Technology and Device Agreement. The student's parent(s)/guardian(s) are responsible for monitoring their child's Internet access on the device beyond the Forest Area Community Schools' network.

<b>Students</b> : By signing below, I acknowledge that I agree to th	ne conditions in this document and the acceptable use agree	ment.
Student Name (printed):		
Student Signature:	Date:	
Parent / Guardian: By signing below, I certify that I, along w	vith my child, have read, understand and agree to the followi	ng:
Initial each box to indicate acceptance.		
Student Technology and Device Agreement		
Internet Acceptable Use and Authorization Form (	(located in student handbook)	
Parent / Guardian Signature:	Date:	

Please return this page to your child's school