

## **Technology Usage Agreement**

### ***Devices***

This agreement is made effective upon receipt of a device, between Yorktown Community Schools (YCS), the student receiving a device (“Student”), and his/her parent(s) or legal guardian (“Parent”). The Student and Parent(s) in consideration of being provided with a device, software/apps, and related materials for use while a student is enrolled in YCS, hereby agree as follows:

#### **1. Equipment Issued**

##### *1.1 Ownership*

YCS retains sole right of possession of the device and grants permission to the Student to use the device according to the guidelines set forth in this document. The device is the property of YCS and must be returned at the end of each school year, or anytime the corporation deems necessary. Moreover, YCS administrative staff retains the right to collect and/or inspect the device at any time, including via electronic remote access; and to alter, add or remove installed software, apps, files, or hardware at anytime.

##### *1.2 Equipment Provided*

Efforts are made to keep all device configurations the same within each school. All laptop systems include ample RAM, hard-disk space, Microsoft Office software, wireless network capability and a protective carrying case. All iPad systems include necessary applications, wireless network capability, and protective carrying case. YCS will retain records of the serial numbers of provided equipment, as well as a record of the student assigned to each device.

##### *1.3 Substitution of Equipment*

In the event the device is inoperable, YCS has a limited number of spares for use while the device is repaired or replaced. This agreement remains in effect for such a substitute. The Student may not opt to keep a device or to avoid using the device due to loss or damage. Students will be asked to charge their devices at home each night. If a student’s battery no longer holds a charge, the student should report it to the building technician, and YCS will replace it at no cost to the student if there is no apparent accidental damage.

##### *1.4 Responsibility for Electronic Data*

It is the sole responsibility of the Student to backup necessary data. YCS will provide storage options, including but not limited to the device hard drive, network storage drive, and the district learning management system (LMS).

##### *1.5 Responsibility for Installed Software*

The Student may not install or uninstall any software to the device without prior

approval from the Technology Department. Operating System and Application updates will be run from a central management system.

## **2. Damage or Loss of Equipment**

### **2.1 Warranty for Equipment Malfunction**

Each YCS device has a specific warranty that covers failure of the device caused by manufacture defects. Families will not be charged for these types of repairs.

### **2.2 Responsibility for Damage**

The Student is responsible for maintaining a 100% working device at all times. The Student shall use reasonable care to ensure that the device is not damaged. Refer to the Standards for Proper Care document, for a description of expected care. In the event of damage not covered by the warranty, YCS reserves the right to charge the Student and Parent(s) the full cost for repair or replacement when damage occurs due to negligence, accidental damage, loss, or theft. Examples of negligence include, but are not limited to:

- a) Damage or theft which occurs when the equipment is unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked device while at school. (See the Standards for Proper Care document for definitions of “attended,” “unattended,” and “locked.”)
- b) Damage or theft which occurs when lending equipment to others.
- c) Damage or theft which occurs when using equipment in an unsafe environment.
- d) Damage or theft which occurs while using the equipment in an unsafe manner. (See the Standards for Proper Care document for guidelines of proper use). Examples of accidental damage include, but are not limited to:
  - Dropping the device or causing it to fall from desk, table, etc. or bumping the device against a wall, locker, or other object resulting in damage.
  - Spilling any food, drink, or other substance or liquid on the device resulting in damage to the device components.
  - Damage that may have been caused by accidental tripping or falling, or physical interaction, horseplay, or altercation with another student (Any damage caused by another student should be reported to the building administration as soon as possible for investigation and determination of responsibility for damage). The

administration or designee will give the student a Device Repair Notification to inform the student and parent that the device had apparent damage and has been sent to repair.

### 2.3 Responsibility for Loss or Theft

In the event the device is lost or stolen, the Student and Parent(s) will be billed the full cost of replacement.

### 2.4 Actions Required in the Event of Damage or Loss

Report the problem immediately to the school building support technician or to the building administrator for investigation. If the device is stolen or vandalized while not at YCS or at an YCS sponsored event, the Parent(s) shall file a police report.

### 2.5 Technical Support and Repair

YCS will provide technical support, and maintenance and repair services. Any attempt to repair outside of YCS may result in the Student and Parent(s) being charged the full replacement cost.

## **3 Legal and Ethical Use Policies**

### 3.1 Monitoring

To assure compliance with YCS's Technology Usage Agreement, technicians may monitor logins and files as needed.

### 3.2 Legal and Ethical Use

All aspects of YCS's Technology Usage Agreement will remain in effect. YCS will provide content filtering within the YCS network and outside of the network. However, YCS does not have full control of the information on the Internet or incoming email from any non-YCS email providers.

### 3.3 File-sharing and File-sharing Programs

The installation and/or use of any Internet-based file-sharing tools are explicitly prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material, including music, video and images. Individuals with legitimate, school-related needs to use these tools may seek prior approval from the Technology Department.

### 3.4 Allowable Customizations

The Student is permitted to alter or add files to customize the assigned device to their own working styles (i.e., wallpaper, default fonts, and other system enhancements). However, YCS reserves the right to ensure all customizations follow the Acceptable Use Guidelines and may periodically conduct maintenance that may configure the device back to the originally installed state. No stickers or

tape should be used to “decorate” the device surfaces as these are often difficult to remove and may result in billable damage.

I have read this agreement upon receipt of a device, between Yorktown Community Schools (YCS), the Student receiving a device (“Student”), and his/her Parent(s) or legal guardian (“Parent”). The Student and Parent(s), in consideration of being provided with a device, software, and related materials for use while a student at YCS, hereby agree to follow these guidelines.

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

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

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

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

**April, 2014**