

Brocton Central School

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Student / Parent Laptop Agreement

Terms and Conditions of Use

By signing this form, the student and the student's parent/guardian certify that they have thoroughly read, understand, and accept the following terms and conditions, which will govern the student's possession and use of a District laptop computer ("the Laptop") issued to the student by the Brocton Central School ("BCS"). The student and the student's parent/guardian also certify that they will comply with these terms at all times while the Laptop is in their possession or under their control. Participation in this program is voluntary. If the student or student's parent/guardian do not wish to be issued a Laptop or do not agree to the terms and conditions of use, the student will receive educational services that do not require use of a Laptop and will not be penalized in any way for the decision not to participate.

General Terms & Conditions

- The Laptop is being made available to the student on the terms and conditions described in this document only for purposes of educational services provided by BCS.
- The Laptop is and will remain at all times the property of BCS. BCS may recall the Laptop, or place additional restrictions on the student's use or possession of the Laptop, at any time and for any reason, with or without prior notice. If instructed to do so for any reason by any BCS teacher or administrator, the student or the student's parent/guardian will immediately surrender the Laptop to that teacher or administrator.
- BCS reserves the right to change the terms or conditions of the student's possession or use of the Laptop, or to impose new restrictions on use or possession of the Laptop, at any time.
- The student's possession and use of the Laptop will be subject at all times, both on and off campus, to the terms and conditions described in this document, as well as any additional rules, regulations, and restrictions that may be imposed from time to time by BCS.
- The student's possession and use of the Laptop will comply at all times, both on and off campus, with all applicable state and federal laws and regulations.
- The student's possession and use of the Laptop will be governed at all times, both on and off campus, by all applicable policies and procedures of BCS, including but not limited to Policy 7315 (Acceptable Use Policy(AUP) For Students), and Policy 7310 (Student Discipline and Code of Conduct). By signing this agreement, the student and the student's parent/guardian certify that they have reviewed and understand Board Policy 7315, and Policy 7310. They further certify that they are aware that all Board policies are available on the school system's website and at each school, and that it is their responsibility to inform themselves as to any Board policies that might apply to the student's use or possession of the Laptop and to comply with those policies at all times.
- Under no circumstances will the student use the Laptop or permit the Laptop be used in furtherance of any crime; fraud; threat; defamation; plagiarism; copyright, patent, or trademark infringement; illegal downloading; theft of intellectual property; gambling; accessing, viewing, or transmission of pornographic or violent images or content; illegal or unauthorized accessing or use of data; bullying or harassment (including cyber-bullying); malicious internet activities (including "hacking" of other computers or websites); advertising or commercial activities; abusive or insulting communications; or any unlawful activities of any kind.
- Under no circumstances will the student use the Laptop, or permit the Laptop to be used, to access any networks, websites, or online resources that have not been approved by BCS.
- Under no circumstances will the Laptop be used for instant messaging ("IM") or visiting chat rooms or non-school social networking websites such as FaceBook, Twitter, or MySpace unless access has been specifically approved by BCS.
- Students will use their laptops to access the internet only in public or common family areas. Parents or guardians will supervise and monitor student's internet use whenever possible.
- By signing this document, the student and the student's parent/guardian acknowledge that they are solely responsible for ensuring that the student's use of the Laptop to access the internet while off campus will be safe and responsible and in compliance with all applicable laws, policies, rules, and regulations. The student and student's parent/guardian will hold BCS and its employees harmless for any harm that may come to the student or any other person as a result of the student's off-campus internet activities.

- Should the student inadvertently gain access through the Laptop to any confidential information about other students or staff members at BCS, including but not limited to course work or grade information, the student will immediately report the incident to the school principal or the BCS Technology Department and will not share the information with any other person.
- Because the Laptop is school property and is intended only for approved educational uses, the student's use of the Laptop will be governed by this document and the rules, policies, and guidelines described in this document at all times and in all locations, both on and off campus and both during and outside of instructional time.
- If authorized by BCS and the student's parent/guardian, the student may transport the Laptop to and from home, public libraries, and meetings of school study groups. The student may not transport the Laptop to any other locations without the express written permission of the principal.
- The student will not share the Laptop with any other person unless expressly authorized to do so by an BCS teacher or administrator. The student will not loan the Laptop to any other person, including another BCS student, without prior written authorization from the principal.
- Any violation of the terms or conditions set forth or referenced in this document may result in my possession or use of the Laptop being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of BCS.
- The student's possession and use of the Laptop is a privilege, not a right. By signing this document, the student and the student's parent/guardian acknowledge that they have no right or entitlement to possession or use of the Laptop and that neither this document nor any conversation, correspondence or understanding between themselves and any representative of BCS gives them any ownership or contractual rights of any kind whatsoever in the Laptop.

Issuance & Return of Laptop

- After the student and parent/guardian has signed BCS's Acceptable Use Policy, The Laptop Damage Form and this Document the Laptop will be issued to the student.
- The student's license to use the Laptop terminates on the last day of the school year, unless terminated earlier by BCS. Laptops will be collected on or before the last day of the school year.
- If the Laptop is not returned within 14 days of the last day of the school year, the student and the student's parent/guardian may be assessed the full replacement cost for the Laptop, and BCS may institute legal actions against the student and/or the student's parent/guardian.
- A student will not be issued a laptop if the previous year's laptop has not been returned, replacement cost of laptop and or components has not been received, or costs to repair laptop has not been received.

Care, Maintenance, and Inspection

- By signing this document, the student and the student's parent/guardian acknowledge that they have received a copy of BCS's Laptop Care and Use Guidelines and that they will comply at all times with the specifications in that document, as well as an additional rules or guidelines regarding care and maintenance of the Laptop.
- Under no circumstances will the student install or permit to be installed on the Laptop any hardware, software, drivers, or other programs or devices without the advance written approval of the principal. Under no circumstances will the student delete, uninstall, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on the Laptop by BCS.
- The Laptop may be inspected at any time by BCS officials, with or without prior notice, either in person or remotely via the internet or network connections, for purposes of maintenance and/or to monitor the student's use of the Laptop (including any email communications and internet activities) to determine whether the student is complying with the terms and conditions set forth or described in this document. By signing this document, the student and parent/guardian acknowledge that they have no reasonable expectation of privacy to any data or information of any kind contained on the Laptop, which shall at all times remain BCS property and which is intended to be used only for school purposes. The student and the student's parent/guardian further acknowledge that if any such inspection reveals evidence that the student has violated the Code of Student Conduct or any criminal law, such evidence may be used in support of a disciplinary action against the student and/or shared with law enforcement.

Loss, Theft, & Damage

- The Laptop is a valuable piece of property that is being made available to the student by BCS for purposes of advancing the student's education.
- The student is responsible for ensuring that the Laptop is kept safe and secure at all times while it is in the student's possession or under the student's control.
- Under no circumstances will the student leave the Laptop unattended at any location, either on or off campus, unless it is safely secured at the student's home or locked in the student's school locker.
- Under no circumstances will the student leave the Laptop in the care or custody of any person other than the student's parent or guardian or an BCS teacher or administrator.
- If the Laptop is lost, stolen, damaged or malfunctioning in any way, the student will immediately report the problem to the principal.
- If the student believes the Laptop has been stolen, the student and the student's parent/guardian will immediately file a report with law enforcement and request a copy of the written incident report filed by the law enforcement officer. As soon as possible after reporting the Laptop stolen, the student will provide a copy of the police report to the principal, along with details about the incident and the name and telephone number of the investigating officer.
- BCS will investigate all incidents of laptops reported as lost and may refer any such incidents to law enforcement. BCS laptops can be easily identified and traced. *Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell an BCS-owned laptop will be vigorously prosecuted to the fullest extent of the law.*
- BCS may use Geolocation, GPS, or other electronic location services to assist in the retrieval of lost or stolen equipment if it is available. BCS respects the privacy of students and parents and will only use location services if the device has been reported lost or stolen or has not been returned to district within 14 days of the last day of school or 14 days after the student leaves the district.
- In recognition of the advantages that come from being issued a Laptop and the considerable expense to BCS in funding the laptop program, the student and student's parent/guardian acknowledge that they must bear some risk for the possibility that the Laptop may be lost, damaged, or stolen. While no fees will be charged for repair or replacement of the Laptop that is fully covered by a manufacturer's warranty, all other repairs and replacements will be subject to the fees set out below.
- If for any reason the Laptop is lost, stolen, or destroyed during the time that it is issued to the student, regardless of whether the student is at fault, the student and the student's parent/guardian will be responsible for the following fees to help offset the actual replacement costs to BCS:
 - For the first occasion, a fee of \$200 for Chromebook or \$300 for Windows Laptop.
 - For the second and any subsequent occasions, the actual replacement cost of the Laptop.
- If for any reason the Laptop is damaged during the time that it is issued to the student, regardless of whether the student is at fault, the student and student's parent/guardian will be responsible for the following fees to help offset the actual cost to BCS of repair or replacement:
 - For cracked or broken laptop screen caused by physical damage – Fee cost of part(s)
 - For damages to keyboard or keys (fee will be waived if replacement keys are available and can be reattached) – Fee cost of part(s)
 - For damaged plastics, hinges, or other parts that will impact the use of the laptop – Fee cost of part(s)
 - For damaged or broken ports on system board caused by physical damage (requires complete replacement)
 - See first occasion and second occasion fees above
 - For damaged or lost power adapter – Fee \$20
 - For damaged or lost carrying laptop case – Fee \$20
- If the Laptop is damaged or destroyed during the time it is issued to the student because the student committed or intentionally facilitated a deliberate act of damage or vandalism, the student and the student's parent/guardian will be responsible for the actual cost or repair or replacement, whichever is less.
- For purposes of this document, the replacement cost is the actual cost to BCS at the time of replacement of a new laptop or chromebook.
- For purposes of this document, the repair cost is the actual cost to BCS to have the Laptop or Chromebook fully repaired by a qualified repair technician of BCS's choosing to the condition the Laptop was in when it was originally issued to the student.
- The student will not be issued a replacement laptop until the costs described above have been paid in full.
- BCS reserves the right to decline to issue a replacement laptop if it determines, in its sole discretion, that the risk of loss or damage to the replacement laptop is unacceptable. The decision not to issue a replacement laptop shall not excuse the student and his parent/guardian from any fees associated with the loss, theft, or damage of any previously-issued BCS laptops, given that those fees are intended to help offset the actual cost to BCS of repair or replacement of BCS's property.

Insurance

BCS offers Electronic Device Protection Coverage which covers Loss, Theft, and Damage that you may purchase for \$29.00 through the Worth Ave. Group. Insurance **does not** cover **cosmetic damages, power adapters or laptop cases**. For more information on the policy specifics and coverages please refer to the Insurance Policy Flyer.

_____ (Parent/Guardian initials) I am acknowledge BCS offers Insurance for the device being signed out. I also acknowledge if I choose not to purchase insurance, I am responsible for associated costs and fees stated in **the Loss, Theft, & Damage** section of this document in the event of a loss, theft, or damage to the device.

Request to Remove Laptop from Campus

WE WISH TO PARTICIPATE in the BCS Laptop Program and request authorization for the student below to be issued a Laptop and to be allowed to remove it from campus at the end of the school day. Please register the student below and issue a Laptop under the terms and conditions described in this document.

WE DO NOT WISH TO PARTICIPATE in the BCS Laptop Program. Students who choose not to participate in the BCS Laptop Program may be given access to school-owned laptops at school but will not be permitted to remove the laptops from the classroom at the end of the class period.

Signatures By signing this form, the student and the student's parent/guardian certify that they have carefully read, understand, and accept the preceding terms and conditions, which will govern the student's possession use of a district laptop computer ("the Laptop") issued to the student by the Brocton Central School. The student and the student's parent/guardian also certify that they will comply with these terms at all times while the Laptop is in their possession or under their control.

Print Student Name: _____ Grade: _____

Student Signature: _____ Date _____

Print Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date _____

Relationship to Student: _____

Laptop # _____

Laptop Serial # _____

Make Dell HP/Compaq

Model Chromebook 11 Probook 645G1 Probook 6475b1

Parent/Guardian please check box and initial each box to acknowledge you have received the following:

Laptop _____ Laptop Case _____ Power Adapter/Charger _____

Date Signed Out _____ Issuer Initials _____