

Linn-Mar Community Schools

DEVICE USE AGREEMENT

Please read this entire section carefully.

This agreement is made effective upon receipt of a device, between the Linn-Mar Community School District (LMCSD), 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 (the "Device" or the "Technology") for use while a student is at Linn-Mar Community School District, hereby agree as follows:

1. Equipment:

1.1 Ownership: The District retains sole right of ownership of the Technology and grants permission to the Student to use the Technology according to the guidelines set forth in this document and the District's policies, regulations, and procedures governing the use of technology. The District's administrative staff retains the right to collect and/or inspect the Technology at any time, including via electronic remote access and to alter, add or delete installed software or hardware. Students who are no longer enrolled at the District are required to return Technology to the District. Failure to do so will result in the Technology being rendered inoperable and may result in the District filing a police report for theft.

1.2 Equipment Provided: For purposes of this agreement, Technology is the student computing device and any accessories identified. The District will retain records of the serial numbers and other means of identification of provided Technology. The Student must use Student issued credentials (username and password) when using Technology.

1.3 Substitution of Equipment: In the event the Technology that is issued to the Student is inoperable, the Technology may be repaired or replaced by the District; however, the District does not guarantee that a substitution will be available and/or issued. This agreement applies to all substitute Technology issued to the Student. The Student may not keep broken Technology and may not avoid using Technology due to loss or damage.

1.4 Responsibility for Electronic Data: The Student is solely responsible for any non-District installed software or applications, and for any data stored on the Technology. It is the sole responsibility of the Student to backup such data as necessary. The District provides a means for backup (District One Drive or Google Drive). The District does not accept responsibility for any software, applications or data the student stores on the Technology.

2. Damage of Loss of Equipment

2.1 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. In the event of damage not covered by the warranty, the Student and Parent will be billed a fine according to the following schedule:

First incident – up to \$50

Second incident – up to \$100

Third incident – up to full cost of repair or replacement

The District reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to gross negligence as determined by administration. Examples of gross negligence include, but are not limited to:

- Leaving equipment 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.")
- Lending equipment to others other than one's parents/guardians.
- Using equipment in an unsafe environment.
- Using the equipment in an unsafe manner. (See the *Standards for Proper Care* document for guidelines of proper use.)

2.2 Responsibility for Loss: In the event the Device is lost or stolen, the Student and Parent may be billed the full cost of replacement. Stolen devices (requires a police report) may be covered by district insurance.

2.3 Insurance and deductible: The District has purchased insurance which provides the broadest perils of loss regularly available. This insurance coverage is subject to a \$100 deductible per loss.

2.4 Actions Required in the Event of Damage or Loss: Report the problem immediately to the building's technology contact. If the Device is stolen or vandalized while not at Linn-Mar Community School District or at a Linn-Mar Community School District sponsored event, the Parent/Guardian shall file a police report.

2.5 Technical Support and Repair: The District will make technical support, maintenance and repair available.

3. Legal and Ethical Use Policies

3.1 Monitoring: The District may monitor the use of the Technology using a variety of methods, including but not limited to electronic remote access, to assure compliance with the District's policies, regulations, and procedures governing the use of technology. The district will not monitor student activity via the built-in camera on the device.

3.2 Acceptable Use: All aspects of the District's policies, regulations, and procedures governing the use of technology will apply to the use of the Technology

3.3 File-sharing and File-sharing Programs: The installation and/or use of any Internet-based file-sharing tools is explicitly prohibited. File-sharing programs and protocols may not be used to facilitate the sharing of copyrighted material (music, video, and images). Examples of such sites are Bit Torrent sites or any other sites/applications or browsers and extensions that share unlicensed or inappropriate content. Individuals with legitimate, school-related needs to use these tools may seek prior approval from the District.

3.4 Use of Built-in Camera: Students may not record or photograph any person (both student and staff) without first getting explicitly expressed consent.

STANDARDS FOR PROPER DEVICE CARE

This document is an important addendum to the *Student Device Program Acknowledgement Form*. Read it carefully prior to signing. You are expected to follow all the specific guidelines listed in this document and take any additional common-sense precautions to protect your assigned Device. **Loss or damage resulting in failure to abide by the details below may result in full-financial responsibility.**

Student Responsibilities:

- Treat this equipment with care.
- Bring the Device and charging unit to school during every school day. (If you forget them, substitutes may NOT be available)
- Keep the Device either secured (i.e., home or other secure place where others do not have access) or attended (with you or within your sight) at all times.
- Keep the Device stored in a secure place (i.e., locked in the locker room or other suitable place) when you cannot directly monitor it. For example, during athletic events, games, practices and trips, store the Device in a secure place assigned by your coach/sponsor and arrange to return to school to retrieve it after the activity. Devices left in bags and backpacks, or in unattended classrooms are considered "unattended". Unattended and unlocked equipment, if stolen – even at school – will be your full financial responsibility.
- Avoid use in situations that are conducive to loss or damage. For example, never leave Devices in school vans, in the gym, in a locker room, on playing fields or in other areas where it could be damaged or stolen. Avoid storing the Device in a car other than a locked trunk. **Avoid leaving the Device in environments with excessively hot or cold temperatures.**
- Do not let anyone use the Device other than your parents or guardians. Loss or damage that occurs when anyone else is using your assigned Device will be your responsibility.
- Adhere to LMCS D School's Student Device Use Policy at all times and in all locations. When in doubt about acceptable use, ask the Media Specialist, Media Assistant, or building administrator.
- Back up your data. Never consider any electronic information safe when stored on only one device.
- Read and follow general maintenance alerts from school technology personnel.

How to Handle Problems

- Promptly report any problems to the building's Media Center staff.
- Do not force anything (e.g., connections, popped-off keys, etc.) Seek help instead.
- When in doubt, ask for help.

General Care

- Do not attempt to remove or change the physical structure of the Device, including the keys, screen cover or plastic casing. Doing so will void the warranty, and families will be responsible for 100 percent of the repair or replacement cost.
- Do not remove or interfere with the serial number or any LM identification sticker placed on the device.

- Do not do anything to the Device that will permanently alter it in any way. You can apply stickers so long as they are **completely removable**.
- Keep the equipment clean. For example, don't eat or drink while using the Device.

Carrying the Device

- Always completely close the lid even for short distances. Sleep mode is sufficient – there is little reason to actually shut-down the device other than on an airplane or during extended days of inactivity.
- Always store the Device in a certified device case. Note: do not store anything (e.g., cords, papers or disks) in the area within the device case designed for the Device other than the Device itself as this may damage the screen.
- Do not grab and squeeze the Device, as this can damage the screen and other components.

Screen Care

- Screens are particularly sensitive to damage from excessive pressure. The Device screen can be easily damaged if proper care is not taken. Broken screens are NOT covered by warranty.
- Clean the screen with a soft, dry anti-static cloth or with a screen cleaner designed specifically for LCD type screens.
- Never leave any object on the keyboard. Pens or pencils left on the keyboard are guaranteed to crack the screen when the lid is closed.

Battery Life and Charging

- Arrive to school each day with a fully charged battery. Establish a routine at home whereby each evening you leave your Device charging overnight.
- Avoid using the charger in any situation where you or another is likely to trip over the cord. Do not let the battery completely drain. Immediately shutdown if you are unable to connect to the charger.
- Close the lid of the Device when it is not in use, in order to save battery life and protect the screen.

Personal Health and Safety

- Avoid extended use of the Device resting directly on your lap. The bottom of the device can generate significant heat and therefore cause temporary or permanent injury. Use a barrier – such as a book or devices made specifically for this purpose – when working on your lap. Also, avoid lap-based computing while connected to the power adapter as this will significantly increase heat production.
- Avoid lengthy use involving repetitive tasks (such as typing and use of the track-pad). Take frequent breaks as well as alter your physical position (typing while standing, sitting, leaning, etc.) to minimize discomfort. If possible, set up a workstation at home with an external keyboard and mouse that allows you to situate the screen at eye-level and keyboard at lap-level.

STUDENT DEVICE USE AND CONDUCT POLICY

Students shall only engage in appropriate, ethical, and legal utilization of the District's technology, network systems, and internet access. Student instruction on digital citizenship standards which includes safe, ethical, and responsible use of the Internet will be defined and taught within core curriculum. Student use of the District's technology, network systems, and internet access shall also comply with all District policies and regulations.

The following rules provide guidance to students for the appropriate use of the District's technology, network systems and internet access. Inappropriate use and/or access will result in the restriction and/or termination of the privilege of access to and use of the District's technology, network systems, and internet access and may result in further discipline for students up to and including expulsion and/or other legal action. The District's administration will determine what constitutes inappropriate use and their decision will be final.

Inappropriate use includes, but is not limited to:

- Uses which violate any local, state or federal statute or regulation.
- Creating, accessing, uploading, downloading, transmitting or distributing pornographic, obscene, profane, abusive, threatening, sexually explicit or otherwise inappropriate material, or material encouraging or promoting discrimination towards individuals or groups of individuals based upon a legally protected trait or characteristic.
- Uses which violate copyright laws or otherwise misuse of the intellectual property of another individual or organization.
- Accessing another individual's materials, information, or files without authorization (authority).
- Any unauthorized access or malicious attempts to damage hardware/software or networks, circumvent or disable security protocols, or to destroy the data of another user, including creating, loading or intentionally introducing viruses.
- Altering the operation of computing devices as set by the network administrator.
- Using computing devices, data network or Internet for commercial purposes, or personal purposes or other purposes not consistent with the educational objectives of the District.
- Using the system to communicate, publish or display defamatory materials, rumors, disparaging portrayals or any other information which is known to be false or misleading.
- Harassing, insulting, or threatening harm or embarrassment of others.
- Swearing or using vulgarities or any other inappropriate language.
- Disseminating or soliciting sexually oriented messages or images.
- Disabling, circumventing or attempting to disable or circumvent filtering software.
- Unauthorized transmitting of personal credit card information or other personal identification information.
- Invading the privacy of individuals without authorization.
- Failing to follow District policy while using computing devices, data networks or accessing the Internet; or failing to follow any other policies or guidelines established by District administration and failure to follow instructions of district personnel.

Individuals should not allow anyone else to use their assigned login credentials or passwords to access or use the District's computing devices, data network information systems or the Internet. Users are

responsible for the security of their own e-mail, device and data network access. Users will be held responsible for any misuse of their computing device, e-mail or data network access by themselves or by others when the user has failed to follow appropriate security measures.

All users will routinely change passwords when required or directed by system administrators. Staff will assist students with password changes as needed. Users determined to be security risk may have access restrictions applied.

Responsibility for Property

Students are responsible for maintaining a 100 percent working device at all times. The student shall use reasonable care to be sure that the device is not lost, stolen or damaged. Such care includes:

- Not leaving equipment in an unlocked car or unlocked home.
- Not leaving equipment unattended or unlocked while at school or elsewhere.
- Not lending equipment to anyone except one's parents.
- Not using equipment in an unsafe environment.

Students must keep the device locked (i.e., locked in your school locker, home or secure place where others do not have access) or attended (with you or within your sight) at all times. Devices left in bags or backpacks or in unattended classrooms are considered "unattended." Unattended and unlocked equipment, if stolen – even at school – will be the student's responsibility. Elementary students may leave their devices in the designated cart within their assigned classrooms.

File Sharing and File Sharing Programs

The installation and/or use of any Internet-based file-sharing tools is explicitly prohibited. File-sharing programs and protocols may not be used to facilitate the sharing of copyrighted material (music, video, and images). Examples of such sites are Virtual Private Networks (VPNs), Bit Torrent sites or any other sites/applications/browser extensions that share unlicensed content. Individuals with legitimate, school-related needs to use these tools may seek prior approval from the District.

Discipline

Any student who violates these rules will be subject to disciplinary action in accordance with the building's student code of conduct. Serious or repeated violations will result in the students use of technology restricted and or revoked in addition to other possible disciplinary action.

Disclaimer

LMCSD does not have control of the information on the Internet or incoming email. LMCSD will provide Internet content filtering both onsite and off. However, no filter is perfect. All filters have vulnerabilities that maybe exploited by individuals who are actively and intently dedicated to breaching them.

Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of the Linn-Mar Community School District. While LMCSD's intent is to make Internet access available for educational goals and objectives, account holders will have the ability to access other materials as well. At LMCSD, we expect students to obey the Student Device Use Policy when using the Internet. Students found in violation of the policy will be disciplined.