

# Student/Parent Device Agreement

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## **Terms and Conditions of Use**

The purpose of loaning a Device and adapter is to provide individual computer access to students at Deer Creek-Mackinaw CUSD 701. The term of this agreement shall be from the date of execution by all parties through the current school year or upon the date the device is returned to the Deer Creek-Mackinaw CUSD 701, whichever is earlier.

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 of a Device computer issued to the student by the Deer Creek-Mackinaw CUSD 701 Technology Department. The student and the student's parent/guardian also certify that they will comply with these terms at all times during the term of this agreement.

## **General Terms & Conditions**

- The Device is and will remain at all times the property of Deer Creek-Mackinaw CUSD 701, and is being loaned for educational purposes only. Deer Creek-Mackinaw CUSD 701 may take back the Device, or place additional restrictions on the student's use or possession of the Device, at any time and for any reason, with or without prior notice. If instructed to do so for any reason by any Deer Creek-Mackinaw CUSD 701's teacher or administrator, the student or the student's parent/guardian will immediately surrender the Device to that teacher or administrator.
- At its sole discretion, Deer Creek-Mackinaw CUSD 701 may change the terms or conditions of the student's possession or use of the Device, or to impose new restrictions on use or possession of the Device, at any time during the term of this agreement.
- The student's possession and use of the Device will be subject at all times, both on and off campus, to the terms and conditions described in this document, any and all applicable state and federal laws and regulations, applicable Student handbook policies (including the Technology Acceptable Use Policy) as well as any additional rules, regulations, and restrictions that may be imposed from time to time by Deer Creek-Mackinaw CUSD 701. Any included software may be used only in accordance with the applicable license and it is the student/parent's responsibility to be familiar with and to comply with the provisions of any such license.
- By signing this agreement, the student and the student's parent/guardian certify that they have reviewed and understand the Student Handbook and the Technology Acceptable Use Policy contained therein. They further certify that it is their responsibility to inform themselves as to any school policies that might apply to the student's use or possession of the Device and to comply with those policies at all times.
- 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 Device to access the internet while off campus will be safe and responsible and in compliance with all applicable laws, policies, rules, and regulations. Deer Creek-Mackinaw CUSD 701 will

not be responsible for any harm that may come to the student or any other person as a result of the student's off-campus internet activities.

- Any violation of the terms or conditions set forth or referenced in this document may result in Deer Creek-Mackinaw CUSD 701 taking back the Device, or restricting, suspending, or terminating, with or without prior notice, the Student's use of the Device.
- The student's possession and use of the Device 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 Device and that neither this document nor any conversation, correspondence, or understanding between themselves and any representative of the Deer Creek-Mackinaw CUSD 701 gives them any ownership of any kind whatsoever in the Device.

**Prior to obtaining a device, students must...**

- Sign the Technology Acceptable Use Policy
- Sign the Device Agreement (this document)

**Issuance of Device and other equipment**

- For freshman, sophomores and juniors, Devices and adapters must be turned in by the last day of attendance. The specific date, and procedures for when and where to turn the units in will be communicated on the school website.
- For seniors, the Devices and adapters must be turned in by the specified return date, which is typically during the last week of classes for seniors. The specific date, and procedures for when and where to turn the units in will be communicated on the school website.
- If, for any reason, a student needs use of the Device beyond the check-in date, they must request an extension from the technology director.
- When the Device and adapter are returned, they will be checked for damages, and fees assessed (if necessary) based on the schedule listed in the "Fees" section in this document.
- Failure to turn in any equipment by the specified due date will result in late fees, as described in the "Fees" section in this document.
- Students MUST turn in the Device and adapter that they received at the start of the year. Items will be treated as "missing" if they are not the number that was issued.
- Alternative items not purchased by Deer Creek-Mackinaw CUSD #701 to replace lost or stolen equipment (such as a replacement power adapter) will not be accepted, and students will be charged for the missing equipment.

**Acceptable Use Policy**

- Use of the Device is governed by policies listed under "Technology Acceptable Use Policy Agreement" in the student handbook. This includes information about Device monitoring.

**Security, Loss or Theft**

- The student is responsible for ensuring that all issued equipment is kept safe and secure at all times during the term of this agreement.
- Under no circumstances will the student leave equipment in the care or custody of any person other than the student's parent or guardian or a Deer Creek-Mackinaw CUSD 701 staff member or administrator.
- If any equipment is lost or stolen while at school, the student shall immediately report the problem to the Main Office. If the student believes the equipment has been stolen, Deer Creek-Mackinaw CUSD 701 officials will then report the theft to the local Police Department, who will conduct an investigation,
- If any equipment is lost or stolen while off school grounds, the student and the student's parent/guardian shall immediately file a report with local law enforcement officials and request a copy of the written incident report filed by the investigating officer. As soon as possible after reporting the Device stolen, the student will provide a copy of the police report to the Main Office, along with details about the incident and the name and telephone number of the investigating officer.
- Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell a Deer Creek-Mackinaw CUSD 701-owned Device may be prosecuted to the fullest extent of the law.
- The student and the student's parent/guardian are liable for the full replacement costs of any lost or stolen equipment, regardless of the nature of the loss.

**Damage**

- The school will provide service for any hardware or software problem, including units that are damaged or vandalized. Depending on the situation, costs for service may be charged to the manufacturer, the school, or the student.
- In the first year of operation, the manufacturer's warranty will cover all service related to manufacturing defects and similar internal failures. In the following years, the school will cover all service that was previously covered under warranty.
- The student will be required to pay for service to repair accidental damage, intentional misuse, or other items not covered by the manufacturer or the school as explained above. Service costs will be charged as the actual cost of parts plus handling. Labor costs will be covered by the school.
- Intentional misuse will be charged at full cost to repair.
- Service for software problems will be limited to complete restoration of the software to its original state. Depending on the nature of the problem, students may not have the opportunity to save personal data from the machine before software restoration.

## Fees

- Repair costs charged to the student will follow a fee schedule based on part cost. Current costs are as follows. These costs may be modified from time to time as the prices of replacement parts change.

• Screen	\$50
• Keyboard	\$25
• Battery	\$25
• Hinges	\$17
• Rubber Feet	\$5
• AC adapter	\$25
• Back LCD cover (damaged or marred)	\$36
• Touchpad (damaged or marred)	\$25
• Excessive cleaning (hard-to-remove substances on Device)	\$25
- The repair and replacement fees described above may be reduced or waived by the Deer Creek-Mackinaw CUSD 701 for economic hardship. To qualify for a reduction or waiver, students must qualify for free or reduced lunch under the applicable State guidelines. Requests for fee waivers or reductions for economic hardship should be referred to the Accounts Office and will be handled confidentially..
- The Deer Creek-Mackinaw CUSD 701 may, at its sole discretion, choose not to issue a replacement Device, for any reason. The decision not to issue a replacement Device shall not excuse the student and the student's parent/guardian from any fees associated with the loss, theft, or damage of any previously-issued Deer Creek-Mackinaw CUSD 701 Devices, given that those fees are intended to help offset the actual cost to the Deer Creek-Mackinaw CUSD 701 of repair or replacement of the Deer Creek-Mackinaw CUSD 701's property.
- Late fees will be charged for any equipment that is not returned by the specified return date. Late fees accrue at the flat rate of \$5 per day, regardless of which items are not returned. The maximum late fee charged will be equal to the replacement cost of the non-returned equipment.
- Seniors who have not returned equipment by the graduation billing deadline will be liable for the full replacement cost of the non-returned equipment. The graduation billing deadline may be several weeks before graduation and may be the same day as the specified return date for the Device and other equipment. In general, seniors must pay all outstanding fees before being allowed to participate in graduation ceremonies.

# Student / Parent Device Agreement

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**Please Print All Information**

**Student Name**

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Last Name

First Name

Graduating Year

**Parent/Guardian Name**

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Last Name

First Name

## **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 and use of a Device computer issued to the student by the Deer Creek-Mackinaw CUSD 701. The student and the student's parent/guardian also certify that they will comply with these terms at all times during the term of this agreement.

**Student Signature:**

**Date:**

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**Parent/Guardian Signature:**

**Date:**