

# **Putnam Valley Central School District**

## **Laptop and Mobile Device Loan Agreement**

### **For Students and Parents 2015-16**

The Putnam Valley Central School District issues computers and school monitored email accounts as one way of furthering its mission to teach the skills, knowledge, responsibilities, and behaviors that students will need as successful and responsible adults. Students who are enrolled and attend full time in Putnam Valley Schools will be issued a laptop or mobile device to enable them to use a varied and exciting set of resources including computer applications, multimedia, and the Internet. While the laptop or mobile device is available to go home with many of our students the device is to be used as a learning tool and is for academic purposes only. Parents are an integral part to the success of this program. As with all forms of technology, home monitoring should be embraced and practiced. In order to keep the Laptop and Mobile Device Loan program successful, school officials, teachers, students and parents must act as partners committed to the same goal.

Non District-issued laptops, tablets and other equivalent devices are not permitted in school during school hours. These items will be subject to forfeiture, and must be picked up by a parent or guardian. The District is not responsible for any non-school issued device.

District issued Laptops and mobile devices have all been configured in a way that will provide the best experience to support classroom instruction, the student's educational experience and safety. Measures have been taken to prevent and discourage students from modifying the installed system configuration. If, however, a student does modify the installed system configuration, tampers with security seals or is in possession of a school laptop or mobile device that has been modified, their privileges will be suspended for no less than 6 academic months and appropriate fees assessed. Classroom computers are available during class-time.

The Putnam Valley Central School District Laptop and Mobile Device Loan program is structured in such a way that all students will have access to a device. To support that goal, maintenance and care of each device is critical. Each year the devices will be inspected and serviced and if deemed necessary, District installed system configuration may be updated. Throughout the school year if any device has an issue (technical, cosmetic or anything else), it is the responsibility of the STUDENT to bring this information to the attention of the building tech support staff member. The issues will then be addressed. Please be aware that if any issues are deemed to be a result of, but not limited to, accident, misuse, theft, or purposeful damage, the student and parent/guardian will incur charges for the repair or replacement. Please note that the charges are based upon the actual cost incurred by the district. A sample list is included in the attached Laptop and Mobile Device Loan Agreement.

Please read the attached Loan Agreement for further details. Building Administrators and Tech Support Staff are available to answer any questions or concerns. Please feel to contact them if necessary.

# 2015-16 LAPTOP AND MOBILE DEVICE LOAN AGREEMENT

## TERMS OF THE LAPTOP AND MOBILE DEVICE LOAN AGREEMENT

### **Terms:**

Students and parents must read, agree to comply with, and sign this Laptop and Mobile Device Loan Agreement each year before a laptop or mobile device can be issued to a student. Any failure to comply may terminate the student's privilege of possession effective immediately and the District may repossess the laptop or mobile device. The student in whose name, system account, and/or computer hardware is issued, will be responsible at all times for its appropriate care and use.

- The District cooperates fully with local, state or federal officials in any investigation concerning or relating to violations of computer crime laws. Retention of contents of email and network communications are governed by state and federal laws, and proper authorities will be given access to their content.
- Your privilege to use and possession of the property terminates not later than the last day of the school year unless earlier terminated by the District or upon withdrawal from the District. Failure to return the property will be prosecuted as theft.
- Violation of applicable state or federal law may result in criminal prosecution or disciplinary action by the District.
- The approved District budget will determine if new laptops are purchased each year. If approved, new laptops will be distributed to incoming 7<sup>th</sup> grade students first. The laptop will have a unique number and will remain in their care for a minimum of four years. Students in 10<sup>th</sup> grade will continue with the same laptop was that was assigned to them last year. In the case that a laptop is deemed "damaged beyond **economic** repair", or if the laptop is lost or stolen, the student will be issued a laptop from the district's replacement pool and a bill for replacement costs for district. The replacement laptop may not be of the same type as originally issued. In addition, any new student who is enrolled later in the school year, may or may not receive the same model laptop as the majority of that class. Every effort will be made to keep similar laptops in the same grade level.

### **Title**

Legal title to the property is with the District and shall at all times remain with the District. The student's privilege of possession and use is limited to, and conditioned upon full and complete compliance with, the regulations and conditions set forth in this document.

### **Warranties**

The School District makes no warranties of any kind, whether expressed or implied, for the service it is providing hereunder. The School District will not be responsible for any damages you may suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. The School District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

## **Tampering**

Any evidence that the computer's security seal has been tampered with will result in the loss of laptop privileges for the remainder of the school year and a charge of \$250.00 will be imposed for the District to certify that the laptop hardware has not been tampered with, replaced, or damaged. Any evidence that the District installed system configuration has been tampered with or reconfigured in any way will also result in the loss of laptop privileges for no less than 6 academic months and related charges assessed.

## **Return of Laptops and Mobile Devices at the End of the School Year**

All laptops must be returned at the end of the school year. Students will be notified by in-school posters, announcements and/or ConnectedEd, when their day to return the laptop is scheduled. Your right to use and possess the property terminates no later than the last day of the school year unless terminated earlier by the District or by your withdrawal from the District. Failure to return the laptop or mobile device to the District will be considered theft of District property will be reported to law enforcement authorities and legal actions will be taken. If any evidence that the District installed system configuration has been tampered with or reconfigured in any way is found at the end of the school year, laptop privileges will be suspended for NO LESS THAN 6 ACADEMIC months of the following school year and related charges assessed.

## **Loss, Theft, Vandalism and Other Criminal Acts**

If the laptop or mobile device is lost, the student and parent are responsible for the reasonable cost of replacement. Theft of the laptop must be reported to the District by the next school day following the occurrence. In the case of theft, vandalism, and other criminal acts, a police report must be filed by the parent and student within 48 hours of the occurrence. At that point, a parent/guardian may decide to report the theft to their insurance company. Students/parents will be responsible for the depreciated value of the laptop or mobile device. A copy of the police report is required by the school immediately upon receipt by parent and student from the police. A replacement laptop will then be issued to the student. The replacement laptop may not be of the same type as originally issued. Every effort will be made to keep similar laptops in the same grade level.

## **Damage and Repair**

All laptops will be repaired by PVCSD. Under no circumstances should a laptop or mobile device repair be made by the student, parent or any outside service.

Students/Parents are responsible for the reasonable cost to repair damaged laptops or mobile device when repair is possible; and the depreciated value of the laptop or mobile device when repair is not possible. Every effort will be made to repair laptops and mobile devices in-house. Some damages, including, but not limited to cracked cases, cracked screens or water damage will incur a charge for repair. Costs for repairs vary, but the District Tech Specialist will give you an estimate of the costs based upon the initial review of the laptop or mobile device. It is possible that the actual cost could be higher if other damage is found when the laptop or mobile device is inspected by the Apple technician. At this point, one of the following will happen.

1. The Apple technician will determine that the repair is economically feasible, and you will be billed the actual cost of the repair. It may be greater or less than the estimate, and a copy of the technician's report will be included with your bill.
2. The Apple technician will determine that the laptop or mobile device is BER (Beyond Economic Repair). This means that it will cost more to repair the laptop or mobile device than to replace it. You will then be billed the depreciated value of the laptop or mobile device based on the cost we paid for it at the time it was purchased.

DEPRECIATED VALUE	
AGE OF LAPTOP or Mobile Device	REPLACEMENT COST
1 <sup>ST</sup> YEAR	100% of Purchase Cost
2 <sup>ND</sup> YEAR	85% of Purchase Cost
3 <sup>RD</sup> YEAR	60% of Purchase Cost
4th YEAR Do we increase this so we can charge the grades 6 and 5 for damage?	45% of Purchase Cost

SAMPLE REPAIR COSTS*	
REPAIR	COST
Laptop Repair	Variable to \$1500.00
Apple Power Adapter + Cord	\$79
Re-Image of Hard Drive due to violation of this agreement	\$25
Approved Laptop Case	\$25
Broken/Tampered Security Seal	\$250
Tamper with District System Configuration	\$25 + loss of laptop privileges

\* SAMPLE COSTS ONLY. ACTUAL COSTS MAY VARY.

## Financial Hardships and Payment Plans

In the event that the fee for loss or damage to a laptop or mobile device creates a financial hardship on the student or parent, please contact the Business Office about payment options. Upon proof of financial hardship, the administration may elect to create a payment plan for the student to pay the fees over time. The student will retain the use of a laptop or mobile device as long as the payment plan is up to date. If a payment plan is in default, the laptop or mobile device will be repossessed and the plan must be paid in full before privileges can be reinstated.

## Return of Student Laptops After Repair

When a student turns in a laptop for repair, a loaner laptop will be issued so that he/she can keep up with schoolwork. This laptop may not be the same model as the original one issued to the student at the beginning of the year. It is expected that the loaner laptop will be returned in the same condition it was issued, and the student will be responsible for it while it is in his/her possession. The student's original laptop will be returned to the student when the repair is complete.

## Repossession

Laptops and Mobile Device may be repossessed and result in disciplinary action for the following reasons:

- Violation of applicable state or federal law
- Any evidence that the District installed system configuration has been tampered with or reconfigured in any way
- Not fully complying with all terms of this Loan Agreement

- Demonstration of inappropriate care or use, including, but not limited to physical misuse and handling, leaving the unit unattended, using inappropriate applications, or visiting inappropriate Internet sites, evidence of using school equipment to harass, threaten, or make another feel uncomfortable.
- Non-Payment of repair fees or damage charges in a timely manner

## **STUDENT GUIDELINES FOR ACCEPTABLE USE OF TECHNOLOGY RESOURCES**

The following guidelines are provided to inform students and parents of the responsibilities students accept when they use district-owned computer hardware, operating system software, application software, stored text, data files, electronic mail, local databases, CD-ROMS, DVD's, digitized information, communications technologies and internet access.

### **Acceptable conduct includes, but is not limited to the following:**

- Students will have access to all available forms of electronic media and communication, which is in support of curriculum, educational and research-based goals and objectives of the Putnam Valley Central School District.
- Students will be responsible for their ethical and educational use of the network services at the Putnam Valley Central School District.
- Each person will respect the rights of others to the privacy of the files they store on a computer or disk and not view those files without the owner's permission to view or alter these files.
- To prevent damage, laptops need to be closed and transported in an approved case between classes.
- Students will keep their log-in information and password confidential.
- Students will obey all copyright laws.
- All policies and restrictions of the network services must be followed.
- The use of the computer network within the Putnam Valley Central School District must be in support of educational and research-based goals and objectives of the Putnam Valley Central School District.
- Any possible problems with Internet Security must be reported immediately to the Computer Network Administrator. No attempt to correct or demonstrate the problem should be made by the user.
- Students are expected to notify a staff member whenever they come across information or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- Students who identify or know about a security issue are expected to convey the details to their teacher without discussing it with other students.

### **Unacceptable conduct includes, but is not limited to the following:**

1. **Tampering with the security seal and or tampering with the District installed system configuration.**
2. Using recording devices to record classroom or school activities to post online or share.
3. Loaning laptops or other equipment to other students or siblings.
4. Sharing passwords or usernames with others.
5. Obtain copies of, or modify files, data or passwords belonging to other users.
6. Plagiarism - Representing as one's own work any materials obtained on the Internet (such as term papers, articles, etc). When Internet sources are used in student work, the author, publisher and web site must be identified.
7. Using another user's account, password, or ID card or allowing another user to access your account password or ID. Access to another person's account or computer without their consent or knowledge is considered hacking and is unacceptable.
8. Deleting any folders or files that he/she did not create or that they do not recognize.
9. Accessing unauthorized websites, such as chat-rooms to meet and talk to other persons.
10. Revealing the home address or phone number of one's self or another person.

11. Engaging in sexual harassment or using objectionable language in public or private messages, e.g., racist, terroristic, abusive, sexually explicit, threatening, stalking, demeaning, or slanderous.
12. Presence of weapons, pornographic materials, inappropriate language, alcohol, drug, gang related symbols, pictures or other inappropriate content.
13. Use of proxy websites to bypass firewall.
14. Posting anonymous messages or unlawful information.
15. Downloading applications, music and games which may be in violation of copyright laws.
16. Using the network for illegal activities, including copyright, license or contract violations, downloading inappropriate materials, viruses, and/or software such as, but not limited to, hacking and host file sharing software.
17. Using the network for financial or commercial gain, advertising, or political lobbying.
18. Attempts to log on to the Network as a System Administrator.
19. Accessing or exploring on-line locations or materials that do not support the curriculum and/or are inappropriate for school assignments, such as, but not limited to, pornographic sites.
20. Unauthorized Access to Chat Rooms/News Groups - Accessing chat rooms or news groups without specific authorization from the supervising teacher.
21. Vandalizing and/or tampering with equipment, programs, files, software, system performance or other components of the network. Use or possession of hacking software is strictly prohibited.
22. Causing congestion on the network or interfering with the work of others, e.g., chain letters or broadcast messages to lists or individuals.
23. Intentionally wasting finite resources i.e., on-line time, real-time music, printing.
24. Gaining unauthorized access anywhere on the network.
25. Invading the privacy of other individuals.
26. Coaching, helping, observing or joining any unauthorized activity on the network.
27. Forwarding/distributing Email messages, photographs or other forms of media, without permission from the author.
28. Connecting a computer, not owned by the district to the district network.
29. Falsifying permission, authorization or identification documents.
30. Knowingly placing a computer virus on a computer or network.

## **PARENTAL CONCERNS**

- Any parent wishing to restrict their children's ability to avail themselves of a computer loan, or access to any online computer services, must provide this restriction request in writing. Parents will assume responsibility for imposing restrictions only on their own children.
- Parents concerned with the computer network services at their child's school should contact the Principal of their child's school

## **EMAIL**

As teachers will be communicating with all students via email, all students in the Middle School will be issued email accounts through My Big Campus, an online Learning Management System, and our High School students will be issued both a District email address and one through My Big Campus at this time.

## **EMAIL REGULATIONS**

This statement sets forth the Putnam Valley School District's regulation with regard to use of, access to, and disclosure of email communications.

### **A. Permissible Uses of email Communications**

- a. Purpose of Use – the use of any Putnam Valley School District resources for email communications should be related to Putnam Valley School District business including academic pursuits.
- b. Authorized Persons – Only faculty, staff, students and other authorized persons conducting Putnam Valley School District business may use the email communication systems.

### **B. Prohibited Uses:** prohibited email communications include, but are not limited to:

- a. Personal or Commercial Purposes – Putnam Valley School District resources for email communication shall not be used for personal or commercial purposes. Incidental and occasional personal use of email may occur when such use does not generate a direct cost or liability for the Putnam Valley School District.
- b. Use of email communications to send copies of documents in violation of copyright laws.
- c. Use of email communications to send messages, which are restricted by laws or regulations.
- d. Capture and “opening” of undeliverable email communication except as required for authorized employees to diagnose and correct delivery problems.
- e. Use of email communications to intimidate others or to interfere with the ability of others to conduct Putnam Valley School District business.
- f. Use of emails to send videos, music, or any other materials that could be construed as offensive, vulgar or of an inappropriate nature.
- g. “Spoofing,” i.e., constructing email communication so it appears to be from someone else.
- h. “Snooping,” i.e., obtaining access to the files or communications of others.
- i. Attempting unauthorized access to data or attempting to breach any security measures on any email communication system, or attempting to intercept any email communication transmissions without proper authorization.

### **C. Putnam Valley School District Access and Disclosure**

- a. Grounds Required for Access – The Putnam Valley School District reserves the right to access and disclose the contents of student email communications. Messages sent or received may be made available for review by authorized Putnam Valley School District officials for purposes related to Putnam Valley School District business.
- b. Monitoring of Messages – The Putnam Valley School District may monitor email messages as a routine matter.
  - i. The Putnam Valley School District will inspect the contents of email messages in the course of any investigation triggered by indications of misconduct, as needed to protect health and safety, or as needed to prevent interference with the academic mission of the institution, or as needed to locate substantive information required that is not more readily available by other means. The Putnam Valley School District will respond to legal processes and fulfill its legal obligations.
  - ii. The contents of email communications may be disclosed without permission of the student if such disclosure is required to satisfy a legal obligation.