

Agreement Authorizing Student Use of an ASD Owned Device

Your student is enrolled in an ASD program/school and may be provided with a Technological Device, going forward referred to as “Device”. Accepting this Device comes with expectations and responsibilities. Please review the following:

1. **Acceptable Use of a Device.** Use of the Device, whether at home or at school, is for educational purposes consistent with the curricular goals of ASD and with Board of Education policies. The student may not use (or allow others to use) the Device loaned to him/her in a way that violates the Board’s Acceptable Use Policy or its policies on student discipline, bullying, or student harassment. By using the Device, you and the student agree to abide by Board Policies, as well as all other applicable policies and guidelines in this document. As such, violation of any of these policies or guidelines could result in loss of use of the Device; discipline, up to and including suspension or expulsion; and referral to law enforcement.
2. **Responsibility for Lost or Damaged Device.** In the event your student’s Device is lost or damaged, you will be responsible for replacement or repairs under the following guidelines:
 - a. If the Device is stolen, you will be required to pay in full for the replacement unless the theft was not due to your child’s negligence or intentional misuse and you have submitted a complete and accurate police report of the theft.
 - b. If the damage is due to student’s negligence or intentional misuse or destruction, or if the Device is lost, you will be required to pay in full for the repair or replacement of the equipment.

In accordance with School Board Policy 5125.3, willful damage of or failure to return your Device may result in the withholding of grades, diploma or transcripts.

3. **Caring for the Device.** The Device assigned to the student remains the property of ASD and must be cared for. In addition to the manufacturer’s instructions included with the Device, if any, the student must care for the Device as follows:
 - a. Only use a clean, soft cloth to clean the device’s screen; don’t use cleansers of any type.
 - b. Insert and remove cords and cables carefully to prevent damage to connectors.
 - c. Do not write or draw on, apply stickers or labels to, or otherwise mark up or deface the Device.
 - d. Handle the device carefully. Screens can crack not only when dropped, but also when twisted or subjected to pressure from stepping or leaning on them. Don’t stack other objects (books, binders, etc.) on top of the Device.
 - e. Don’t leave the Device in places of extreme temperature, humidity, or limited ventilation (e.g., in a car) for an extended period of time.
 - f. Keep food and beverages away from the Device.

- g. Make sure the Device is secure when it is out of the sight. Don't leave it in an unlocked locker, a desk, car or other location where someone might take it.
 - h. While not provided, a protective carrying case is recommended.
 - i. Don't "jailbreak," "root," or otherwise disrupt the configuration of the Device. In other words, do not replace the manufacturer's operating system with custom software.
- 4. **Using the Device at School.** Unless otherwise instructed, the Device is intended for daily use at school and home. The student is responsible for bringing it to school every day, fully-charged. ASD may not supply loaner devices to students who neglect to bring their fully-charged device to school.
- 5. **Using the Device Outside of ASD.** In the event the student uses the Device outside of ASD, he/she is bound by the same policies, procedures, and guidelines as at school.
 - a. **Guardian Responsibility for Supervision Outside of ASD.** Students and their parents/guardians bear sole responsibility for exercising appropriate device and internet use and for abiding by local, state and federal laws and regulations. While there is limited internet content filtering, students are required to follow the district's Internet Use Agreement. Appropriate use of the district issued Device at home and outside of school is subject to the district's student discipline guidelines as outlined in the ASD Student Handbook.
 - b. **Technical Support.** ASD cannot guarantee that the Device will function outside ASD at the same level as inside ASD. Configuration of any home network connection is the guardian's responsibility and not the responsibility of ASD. However, should you need support for your Device, contact your school. Any configuration applied to the Device that impairs its performance in school may be removed by District staff.
- 6. **Managing Your Files and Saving Your Work.** Work performed on a Device is typically saved to Google Drive or to the Device itself. It is the student's responsibility to make sure his/her work is not lost due to a failure or loss of the Device. Students are encouraged to use Google Drive so that their files may be accessed anywhere there is access to Google.
- 7. **Software.** ASD will provide all required software. Should the student decide to install additional software on the device, that software may be removed by District staff at any time should it be deemed unnecessary or malicious.
- 8. **No Expectation of Privacy.** There is no expectation of privacy for any communication made using the Device or for any content created or stored on the device. ASD reserves the right to inspect the Device and its contents at any time and for any reason.
- 9. **Personal Content.** The student should be aware that any content (including, but not limited to, documents, audio files, and photographs) stored on the Device or in the cloud is subject to access by third parties pursuant to law or subject to discovery in a legal proceeding. In addition, personal content may be deleted in the course of routine maintenance and/or troubleshooting. It is the responsibility of the student to backup all personal content stored locally on the Device or in the cloud.
- 10. **Device Data as Records.** Data saved to the Device or to Internet-based storage space (i.e., the "cloud") via the Device are not maintained by the District as public records or as student records. In the event data stored on a Device or stored in the cloud via a Device needs to be maintained by the District for any reason, the District will take affirmative steps to preserve it.

11. Returning the Device. Unless instructed otherwise, the Device (and any related accessories) must be returned to ASD by the last day of the school year. If the student withdraws from ASD, the Device must be returned prior to the last day of attendance. The device and accessories must be returned in operable condition, with all parts intact. If the Device and any related accessories are not returned, ASD may, in addition to seeking reimbursement, file a theft report with the appropriate law enforcement agency.

In accordance with School Board Policy 5125.3, willful damage of or failure to return your Device may result in the withholding of grades, diploma or transcripts.

12. Waiver of Device-Related Claims. By signing the “Device Acknowledgement” below, you acknowledge that you and the student have read, understand, and agree to follow all guidelines and policies outlined or referenced in this Agreement and agree to be bound by this Agreement. You also agree and represent that the Device (including any related accessories) was delivered in good working order and that it must be returned to ASD in good working order. By signing this Agreement, you waive any and all claims you or the student (and each of your respective heirs, successors, and assigns) may have against ASD, its Board of Education, and its individual Board members, officers, employees, and agents relating to, connected with or arising from the use of the Device or this Agreement.

13. Indemnification for Device-Related Claims. To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless ASD, its School Board of Education, and its individual Board members, officers, employees, and agents from any and all claims, damages, losses, causes of action, and the like relating to, connected with or arising from the use of the Device or this Agreement.

Please sign the Acknowledgement form on the next page and return it to your teacher as soon as possible.

DEVICE ACKNOWLEDGEMENT

STUDENT'S NAME: _____ **Grade:** _____
Date of Birth: _____ **Student ID** _____

GUARDIAN AGREEMENT: I am the guardian of the student listed above, and I acknowledge that I received, read, and understand the *Agreement Authorizing Student Use of an ASD Owned Device*, including its waiver and indemnification provisions. Further, I understand that:

- My student is responsible for bringing the Device issued to him/her to school every day, fully charged, and for taking care of and properly using the Device.
- My student's failure to care for the Device or his/her improper use of the Device may subject him/her to disciplinary action, loss of the privilege of using the Device, and/or referral to law enforcement.
- I am responsible for monitoring and supervising my student's use of the Device, including its access to the Internet, outside of school.
- I am financially responsible for any damage to or loss of the Device assigned to my student.
- I am responsible for ensuring my student's compliance with the terms of the *Agreement Authorizing Student Use of an ASD Owned Device*.

Guardian's Name (Printed)

Guardian's Signature

Date

STUDENT AGREEMENT: I agree that I received, read, and understand the *Agreement Authorizing Student Use of an ASD Owned Device*. I understand that:

- I will bring the Device to school every day, fully charged.
- I will take care of the Device and use it properly.
- If I do not care for the Device or I use it improperly, I may not be allowed to use the Device any more, may be disciplined at school, and may be referred to the police in serious cases.
- I am responsible for using the Device and the Internet appropriately, both at school and outside of school.
- My guardian(s) will have to pay for any damage to my Device or to replace my Device if it is lost.
- I will follow all directions in the *Agreement Authorizing Student Use of an ASD Owned Device*.

Student's Name (Printed)

Student's Signature

Date