

# Agreement for District Laptop Use

## Penn Manor School District

\_\_\_\_ (hereinafter "STUDENT") and \_\_\_\_\_ (hereinafter "PARENT/GUARDIAN"), in exchange for the Penn Manor School District allowing STUDENT to use and possess the Laptop, Serial No. \_\_\_\_\_, or any loaner or replacement Laptop provided at the discretion of the District ("Laptop"), hereby agree as follows:

1. STUDENT and PARENT/GUARDIAN acknowledge receipt of Board Policy No. Policy 815: Responsible Use of Internet and Network Resources and Policy No. 815.2: District-Issued Laptops: Student Use, Rights and Responsibilities and that they understand their applicability and agree to abide by the procedures, regulations and other rules set forth in them and in this Agreement.
2. In return for the District permitting STUDENT to utilize the Laptop in school and to take the Laptop off-campus, STUDENT and PARENT/GUARDIAN agree and understand the Laptop is to be utilized as an academic school supply in support of classroom learning and intellectual development. Students are responsible for bringing their fully charged laptop to school each day.
3. In some instances it may be necessary for a school Information Systems professional to access the laptop remotely to resolve a technical problem. If this is needed, STUDENT will be asked for permission before the remote access is performed. STUDENT will not be asked for permission prior to remote software or configuration changes sent out to all Laptops that are necessary for the maintenance and security of the PMSD-Net and to ensure that only authorized software is installed on the Laptops. Such software maintenance may involve the correction of altered code or programming and in some cases may remove files from the Laptop if the files are deemed to be a threat to the operation or security of the PMSD-Net or are stored in unauthorized software.
4. STUDENT will not permit individuals, other than School District administrators, staff or teachers to access the Laptop. STUDENT shall not use or allow the Laptop to be used:
  - a. For the posting or distribution of information that:
    - i. is harmful or prejudicial to students; for example, materials which are libelous and obscene as defined by the law of the Commonwealth of Pennsylvania or the United States
    - ii. constitutes bullying (including cyber-bullying) or otherwise fosters disruptiveness among the students so as to interfere with the learning environment of the school district;
    - iii. threatens immediate harm to the welfare of the school community or any individual;
    - iv. discriminates against any segment of the student body or interferes with another's individual rights;
    - v. encourages and abets unlawful activity; or
    - vi. violates the separation of church and state.
  - b. for illegal activity, including the violation of copyright laws;
  - c. to create, distribute, access or obtain pornographic materials;

- d. to intentionally cause damage to hardware, software or data;
- e. to gain or attempt to gain access to restricted material or systems;
- f. for gambling;
- g. for nonschool-related purposes on more than an incidental basis; and/or
- h. to otherwise violate school rules

5. STUDENT and PARENT/GUARDIAN understand and agree that (a) the Laptop is at all times the property of the District; and (b) STUDENT has no right to disable or modify any hardware installed on the Laptop.

6. STUDENT and PARENT/GUARDIAN understand and agree that the District is not responsible for fees and charges incurred via online merchants and services which have not received prior authorization by District staff. These charges include, but are not limited to, online music, gaming services, software subscriptions, and purchased goods and services.

7. STUDENT and PARENT/GUARDIAN understand and agree that the Laptop is deemed to be in the custody of STUDENT from the time STUDENT receives the Laptop until the time the Laptop is returned to the designated School representative. If the Laptop is lost, damaged or stolen, PARENT/GUARDIAN and STUDENT will immediately advise Penn Manor High School Administration of the incident and all relevant information. The PARENT/GUARDIAN and STUDENT signatures below constitute consent for the District to utilize Internet Protocol tracking until the Laptop is actually located by the District or until PARENT/GUARDIANS or STUDENT provide written notification that the Laptop is no longer missing.

8. STUDENT and PARENT/GUARDIAN understand and agree that they are not to attempt any repairs/services on the Laptop and that damaged Laptops must be returned to the Technology Center for repair/service.

9. In the event that the Laptop is lost, damaged or stolen while in the custody of STUDENT, then STUDENT and PARENT/GUARDIAN agree that they are responsible to the School District for the cost to repair or replace the Laptop. STUDENT and PARENT/GUARDIAN understand and agree they are responsible for all accidental damages to district issued laptops and subject to a cost of repair or replacement of up to \$100, which is the amount of the district deductible for first time damage. For the second incident of damage, costs/charges will be up to but not exceed \$200. The third incident of damage will incur charges of up to \$350. Penn Manor School District will arrange a loaner Laptop, as needed, during the repair period. STUDENT and PARENT/GUARDIAN understand and agree they will be accountable for all repair or replacement costs due to willful and intentional damage the Laptop and accessories.

10. STUDENT understands and agrees that at the end of the school year and upon request of an Administrator, STUDENT must return the Laptop to the School District in the same condition that the Laptop was originally provided to STUDENT, ordinary wear and tear excepted.

11. STUDENT and PARENT/GUARDIANS understand and consent that the District may look at or review STUDENT'S files stored on the Laptop under the following circumstances:

- a. After the Laptop has been returned by STUDENT to the District:
  - i. At the end of a school year; or
  - ii. Any other time STUDENT is required to permanently return the Laptop and has prior notice and adequate opportunity to remove STUDENT'S files from the Laptop.
- b. If the District has a reasonable suspicion that STUDENT is violating District rules or policies, authorized District administrators may take custody of the Laptop and review STUDENT files. "Reasonable suspicion" means reasonable grounds exists that the search will uncover evidence that the STUDENT violated the law or school rules or District policies. The scope of the search must be reasonably related to the violation which justified the search. Under no circumstances will a District employee access a Laptop remotely for the purpose of this subsection b.
- c. Teachers and other school personnel may provide assistance to STUDENT in locating or managing STUDENT'S files in the presence of and at the request of STUDENT.
- d. As disclosed in the request for permission for remote access provided to STUDENT if STUDENT requests that a District Information Systems professional access STUDENT's Laptop remotely to resolve a technical problem.

12. STUDENT and PARENT/GUARDIAN understand and agree that if the School District determines that STUDENT failed to adequately care for the School District's computer or violates District rules or policies, then the School District may terminate STUDENT'S ability to use the computer outside of school or even STUDENT'S ability to use the computer at all. If the School District determines that STUDENT acted with intent to damage the School District's property, then, in addition to any other available remedies, the School District may refer the matter for appropriate civil, criminal and/or juvenile proceedings.

13. STUDENT and PARENT/GUARDIAN understand and agree the right to use and possess the Laptop terminates no later than the last day of classes during the school year unless terminated by the District or upon STUDENT withdrawal from the District. Failure to return the Laptop and the continued use of it for non-academic purposes without District consent will be considered an unlawful appropriation of school property and authorities may be sent to your place of residence, or other location to take possession of the Laptop and accessories.

14. STUDENT and PARENT/GUARDIAN understand that the right to use and possess the laptop is a privilege and not a right. Students are expected to use their laptops in accordance with all School District rules, policies and procedures and any applicable state or federal laws. Failure to do so will result in one or more of the consequences listed below as determined by the staff and administration of the School District:

- student conference
- parent conference
- revocation or suspension of use or access privileges including take home privileges
- any and all school disciplinary actions including, but not limited to detention, in-school suspension, out-of -school suspensions, and expulsion
- civil and/or criminal liability under state or federal law

# **Agreement for District Laptop Use**

## **Penn Manor School District**

**STUDENT and PARENT/GUARDIAN Signature**

I acknowledge that I have read, understand, and agree to comply with the Penn Manor School District Agreement for Laptop Use Agreement, Responsible Use of Internet and Network Resources Policy, Bullying/CyberBullying Policy and District-Issued Laptops: Student Use, Rights and Responsibilities Policy:

### **Parent/Guardian Information**

|            |           |                         |
|------------|-----------|-------------------------|
| First Name | Last Name | Home/Cell Phone         |
| _____      | _____     | _____ / _____           |
| Address    |           | Relationship to Student |
| _____      |           | _____                   |

### **Student Information**

|            |           |                   |
|------------|-----------|-------------------|
| First Name | Last Name | Home/Cell Phone   |
| _____      | _____     | _____ / _____     |
| Address    |           | Student ID Number |
| _____      |           | _____             |

### **Signed**

|                           |       |
|---------------------------|-------|
| Parent/Guardian Signature | Date  |
| _____                     | _____ |
| Student Signature         | Date  |
| _____                     | _____ |