

# LAPTOP LOAN & ACCEPTABLE USE AGREEMENT

## CADET 1:1 LEARNING INITIATIVE

The Laptop Loan and Acceptable Use Agreement (Agreement) is made effective upon receipt of a laptop computer, between the Iowa Falls Community School District (District), the student receiving a laptop computer ("Student"), and his/her parent(s) or legal guardian ("Parent"). The Student and Parent(s), in consideration of being provided with a laptop computer, software, and related materials (the "Computer") for use while a student is at Iowa Falls Community School District, hereby agree as follows:

### Section 1: Eligibility to Participate

Students are eligible to participate in the Cadet 1:1 Learning Initiative if the District is responsible for providing their high school education. Students who regularly attend academic classes at Iowa Falls-Alden High School are eligible. Home-schooled, dual enrolled students are eligible if they are enrolled in academic classes at Iowa Falls-Alden High School that require the use of a Computer. Students attending Greenbelt Alternative School will have laptop computers available to them for checkout from Greenbelt Alternative School when needed to complete work away from school. Other eligibility situations that may arise will be considered on a case-by-case basis by the administration.

### Section 2: Computer Equipment

**2.1 Ownership:** The District retains sole right of possession of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this document. Moreover, Iowa Falls administrative staff retains the right to collect and/or inspect the Computer at any time, including via electronic remote access while on school property; and to alter, add or delete installed software or hardware.

**2.2 Use of Computer is a Privilege:** The Student acknowledges and agrees that his/her use of the Computer is a privilege, not a right, and that the Student acknowledges his/her responsibility to protect and safeguard the District Property and to return the same in good condition and repair upon request by the District.

**2.3 Equipment Provided:** One laptop, charger, flash drive and bag are being lent to the Student and are in good working order.

**2.4 Identification Tags:** Identification and inventory tags have been placed on the Computer and charger. These tags are not to be removed or modified. Contact tech support for replacements if tags become damaged or missing.

**2.5 Allowable Customizations:**

- The Student *is not permitted* to place additional permanent or adhesive stickers, labels, tags, or markings on the laptop, bag, or charger.
- The Student *is permitted* to alter or add files to customize the assigned Computer to their own working styles (i.e., background screens, default fonts, and other system enhancements) – as long as the customization is appropriate for school.
- The Student *is permitted* to download music to iTunes, but cannot download or install any other software without permission from the District Technology Director.

**2.6 Substitution of Computer:** In the event the Computer is inoperable, the District has a limited number of spare laptops for use while the Computer is repaired or replaced. However, it cannot guarantee a loaner will be available at all times. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a broken Computer or to avoid using the

Computer due to loss or damage. Please note that if the Student forgets to bring the Computer or charger to school, a substitute will not be provided.

**2.7 Return of Computer:** The Computer will be returned to the school when requested by the District, or sooner, if the Student withdraws from Iowa Falls-Alden High School prior to the end of the school year, or if the Student no longer meets eligibility requirements.

**2.8 Reissuing of Computer in 2013-14:** Students returning to Iowa Falls-Alden High School in the 2013-14 School Year will be reissued the same Computer that he/she returned to the District at the end of the 2013-14 School Year. Students should plan to use the same Computer each year until they graduate, withdraw, or no longer meet eligibility requirements.

## **Section 3: Damage or Loss of Computer**

**3.1 Apple Care Protection Plan:** The District has purchased an Apple Care Protection Plan for every Computer. This protection plan extends the warranty on each Computer and covers the cost of repairs for normal wear and tear on the Computer as well as the breakdown of any flawed Computer part.

**3.2 Insurance and Deductible:** The District has purchased insurance that provides the broadest perils of loss available.

**3.3 Annual Technology Deposit:** Each Student will be responsible to have a \$30.00 Technology Deposit in their personal technology account when laptops are distributed each school year. If the deposit is not used to cover repairs during the school year, it will be carried over to the next school year – no additional deposit will be required in the next school year. The balance of the deposit will be refunded, minus any cost to repair damages to the Computer (and all accessories) and/or to restore it to a clean condition, when the Student graduates, or is no longer a Student at Iowa Falls-Alden High School.

**3.4 Student Responsibility for Care of Computer:** The Student is responsible for maintaining a 100% working Computer at all times. The Student shall use reasonable care to ensure the Computer is not damaged or lost. Refer to the *Standards for Proper Care* document for a description of expected care and precautionary security measures.

### **3.5 Student and Parent Responsibility for Incidental (Unintentional) Damage**

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

- First incident – up to \$50 (The technology deposit will be used to reduce the fee.)
- Second incident – up to \$100
- Third incident – up to \$150
- Fourth and more incidents (habitual issues) - minimum of \$150 up to a maximum of the current value of the laptop

**3.6 Student and Parent Responsibility for Malicious or Intentional Damage:** Students and Parents may be responsible to pay the full cost to repair or replace a Computer when there is malicious and/or intentional damage by the student. [Iowa Code: 281-IAC 18.4 states, “...Districts may charge a fine for overdue, lost or damaged school property...”].

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

- Leaving equipment unattended and unlocked - this includes loss resulting from an unattended and unlocked laptop 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.
- 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).

**3.8 District Responsibility for Loss:** The District will replace the Computer when the loss of the Computer is not due to gross negligence by the student. The student's deposit will not be refunded in such incidences.

**3.9 Actions Required in the Event of Damage or Loss:** The Student shall report damage or loss immediately to the High School Principal or Director of Technology. The Parent shall file a police report if the Computer is stolen or vandalized while not on District property or not at a District sponsored event.

**3.10 Technical Support and Repair:** District does not guarantee that the Computer will be operable at all times, but will make technical support, maintenance and repair available. Problems with the Computer should be promptly reported to the school. Students and/or Parents must not attempt to repair the Computer themselves, nor have the Computer repaired through a private service.

## Section 4: General Use of Computer

**4.1 Terms of Agreement:** The terms of the Agreement are in enforce twenty-four hours a day/seven days a week.

**4.2 Monitoring:** The District will monitor computer use using a variety of methods – including electronic, remote access on school property to assure compliance with District's terms as found in the Agreement.

**4.3 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 like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video and images). Individuals with legitimate, school related needs to use these tools may seek prior approval from the Director of Technology.

**4.4 Non-Commercial Use:** The Computer may be used by the Student for non-commercial purposes only -- in accordance with the District's policies, and local, state, and federal statutes.

**4.5 Installation of Software:** The student may not install or use any software other than software owned or approved by the District and made available to the Student.

**4.6 Deletion of Software:** The Student may not delete any software loaded on the Computer by the District.

**4.7 Student User Account:** One user account with specific privileges and capabilities has been set up on the laptop for the exclusive use of the Student to which it has been assigned. The Student agrees to make no attempts to change or allow others to change the privileges and capabilities of this user account.

**4.8 Other User Accounts:** The Student agrees to make no attempts to add, delete, access, or modify other user accounts on the laptop or on any school-owned computer.

**4.9 Student Email Account:** An email account may be available for each Student to use for appropriate communication. Students must understand that these email accounts are the property of the District, and that others may be able to read or access the mail, so private messages should not be sent.

**4.10 Responsibility for Electronic Data:** It is the Student's responsibility to regularly back up his/her files to external media such as flash drives, CDs, DVDs, or hard drives.

**4.11 Electronic Viruses:** The District is not responsible for any computer or electronic viruses that may be transferred to or from Student's flash drive or other data storage medium, and the Student agrees to use his/her best efforts to assure that the District property is not damaged or rendered non-operable by any such electronic virus while in Student's possession.

## Section 5: Use of Network Resources

**5.1 Network Resources Defined:** Network resources refers to all aspects of District's owned or leased equipment, including computers, printers, scanners and other peripherals, as well as email, Internet services, servers, network files and folders, and all other technology-related equipment and services. These rules apply to any use of District's network resources whether this access occurs while on or off school property.

**5.2 Legal Issues and Jurisdiction:** Because the District owns and operates the equipment and software that compose the network resources, the District is obligated to take steps to ensure that all resources are used legally. Hence, any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of District's network resources is subject to the rules stated in this Agreement. School administration monitors the network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. Further, the school administration reserves the right, if needed, and at its discretion, to remotely access on school property, to open, examine and/or delete electronic files that violate the terms of this Agreement.

**5.3 Disclaimer:** The District uses an Internet filtering system to block inappropriate material in accordance with federal law. However, the District does not have total control of the information on the Internet or incoming email as no filtering system can provide 100% security. 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 District. While the District's intent is to make Internet access available for educational goals and objectives, Student account holders will have the ability to access other materials as well.

**5.4 Bypassing the Internet Filtering Mechanism:** Attempting to bypass Internet filtering mechanisms put in place by the District is a direct violation of this Agreement.

**5.5 When students are in school They are not allowed to use their phones or other devices as a "hot spot" for internet access.**

**5.6 Student Responsibility for Accounts:** Students as account holders take full responsibility for their access to District's network resources and the Internet. Specifically, District makes no warranties with respect to school network resources nor does it take responsibility for:

- The content of any advice or information received by an account holder;
- The costs, liability or damages incurred as a result of access to school network resources or the Internet; any consequences of service interruptions.
- Unauthorized cost for any service via the Internet that has a cost involved or if a student incurs other types of costs, the student accessing such a service will be responsible for those costs.

**5.7 Protection of the Network:** The District's network is provided for the academic use of all Students. The Student agrees to take no action that would interfere with the efficient, academic use of the network.

**5.8 Prohibitive Use of Network Resources:** Students are ultimately responsible for their activity on the Internet. Students may not engage in prohibitive actions that include, but are not limited to:

- Intentionally accessing or downloading restricted materials. Restricted materials includes any text file or picture or engaging in any conference which is obscene, libelous, indecent, vulgar, profane or lewd; advertises any product or service not permitted to minors by law; constitutes insulting or fighting words, the very expression of which injures or harasses others; or presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- Conducting any illegal activity. This includes violating copyright laws for information,

pictures, licensing agreements, and other items obtained electronically.

- Downloading, streaming or listening to Internet-based music, video and large image files not required for schoolwork. This slows the performance of the network for all users.
- Sending large file attachments through the school's email system greater than 5MB in size as the transfer process can hinder network speed and access to others. Special arrangements to transfer large files may be requested through the Director of Technology.
- Altering, adding or deleting any files that affect the configuration of a school computer other than the laptop assigned for personal use.
- Using an unauthorized computer on the network. Only District computers are allowed in the school and on the school network. All other personal computers and electronic devices are prohibited on the school network.
- Conducting any commercial business.
- Accessing the data or account of another user - altering files of another user is considered vandalism.
- Installing any software onto District computers or copying District software. Copying District owned software programs is considered theft.
- Posting anonymous messages.
- Forwarding email commonly known as "SPAM," Unsolicited Commercial Email (UCE), or "junk email."

## **Section 6: Privacy and Safety**

**6.1 Password(s):** Students must maintain their password(s) in the strictest of confidence. Passwords are not to be shared with anyone – except Parents.

**6.2 Personal Information:** Students should not share personal, identifying information about themselves, or others, through the Internet or email -- including, but not limited to home addresses, phone numbers, identification numbers, full names, account numbers, access codes, or passwords. Identifying pictures may not be posted without permission. Giving out personal information to anyone on the Internet exposes Students to becoming potential victims of those with criminal intent.

**6.3 Computer Assignment:** Each Student is assigned a computer. Students should never swap or share their computer.

**6.4 Use of Account by Others:** Students will not knowingly allow others to use their account. Students will be responsible for any activity that is accessed through their account.

**6.5 Authorized Access:** Students will access only files and information for which they have authorized access and legitimate use.

**6.6 Unauthorized Recording:** Students will not record (audio/visual) others without their permission.

**6.7 No Expectation of Privacy:** Students understand that information stored on and communication sent over District resources should not be considered private or confidential.

## **Section 7: Miscellaneous Parent and Student Responsibilities**

Miscellaneous responsibilities include basic expectations (not found elsewhere in this Agreement) that will help ensure success of the Cadet 1:1 Learning Initiative when the Computer is at home or away from school.

**7.1 Supervision:** Parents will provide supervision for their Student's use of the Computer at home. Students will use the Computer at home under the supervision rules established by his/her Parents.

**7.2 User Name and Password:** Students will create their own user name and password for their Computer. Students will share their user names and passwords with their Parents to assist them with supervision of the Student's use of the Computer at home. Students will promptly notify

their Parents if there is a change in either the user name or password.

**7.3 Family Values:** Parents and Students will discuss and establish family values and expectations regarding the use of the Internet and email at home.

**7.4 Recharged Battery:** Parents and Students will make sure the Computer battery is totally recharged every night and ready for use the next school day.

**7.5 Bringing the Computer to School:** Parents and Students will make sure that the Computer is brought to school every day. If the Student comes to school without his/her computer, he/she may not be able to participate in classroom activities, and his/her grade could be affected.

**7.6 Secure Location:** Parents and Students will discuss and determine secure locations to store the Computer when it is at home or away from school, and not in the Student's immediate possession.

## **Section 8: Violations, Consequences and Notification**

**8.1 Violations of the Agreement:** Students who violate the terms of the Agreement will be subject to loss of access privileges and/or disciplinary action. Student violations will be judged on a case-by-case basis. Failure to use the Computer in an appropriate manner, as determined by school officials, will result in consequences.

**8.2 Potential Consequences:** Potential consequences for Student violations include, but are not limited to; Student conference, loss of email privileges, Parent conference, loss of Internet privileges, cancellations [temporary or permanent] of the privilege to use the Computer or take the Computer home, civil and criminal liability, and any and all school discipline. Any debt incurred as a result of a policy violation, vandalism, or improper use of the Internet is the responsibility of the Student and his/her Parent or guardian. Due process is followed in conjunction with any disciplinary action.

**8.3 Examples of Specific Consequences:** Examples of specific consequences that may be enacted include, but are not limited to:

- Computer use restricted and or revoked due to serious or repeated violations.
- Hard drives being restored to the original settings due to violation of file-sharing rules.
- The Computer being collected and kept at school due to attendance and/or truancy issues. The student would be required to check the computer out and in school each day.
- The loss of the privilege of taking the computer home each day due to continually not bringing the Computer to school. The student would be required to check the computer out and in school each day.
- The loss of academic credit due to cheating and/or plagiarism.
- Temporary confiscating Computers by faculty and staff as a protection against theft. Students are to keep the computer locked (i.e. locked in school locker, home or secure place where others do not have access) or attended (with them or within their sight) at all times.
- Serious disciplinary action, which may include an arrest if state or federal law is violated, for such things as computer hacking, harassment, bullying or threats via computer, and computer fraud.

**8.4 Cooperation With Officials:** The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws.

**8.5 Notification:** The administration will enact appropriate disciplinary measures for violations and properly notify students and parents of all infractions and the consequences thereof.