



## STUDENT TECHNOLOGY DEVICE USE AGREEMENT

### **A) GENERAL**

YES Prep Public Schools has initiated a technology device checkout program for students to aid in distance learning due to the COVID-19 emergency response and school closures.

A student's privilege of possession and use of a Dell laptop computer (a "technology device") issued by the School is limited to, and conditioned upon, full and complete compliance with the applicable standards for acceptable use of a device set out in this Student Technology Device Use Agreement, as well as the School's Acceptable Use Policy, Student Handbook, and/or Student Code of Conduct.

### **B) DEVICE OWNERSHIP**

All technology devices issued to students are owned by and are the property of the School. Technology devices are issued for educational use only, and use of a technology device for any purpose other than educational use may result in consequences, up to and including loss of device privileges or other consequences as allowed by the Student Code of Conduct.

### **C) TECHNOLOGY DEVICE CARE**

#### 1) General Rules

Students may **not**:

- Leave their technology device in any unsupervised area, including a car.
- Keep or store food or drink next to a technology device when in use or in a backpack.
- Carry the technology device while the screen is open.
- Place any writing, stickers, or labels on the technology device that are not provided or directed by the School.
- Reconfigure or change the hardware of the technology device in any way.

#### 2) Screen Care

Technology device screens are delicate and can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure.

- Do not lean or place anything on the top of the technology device when it is closed.
- Do not place anything near the technology device that could put pressure on the screen.
- Do not place anything in the carrying case that will press against the cover.
- Do not poke the display.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, or disks).

- Clean the display with a soft, dry cloth or anti-static cloth.

#### D) **TECHNOLOGY DEVICE SECURITY**

##### 1) Password Protection

Students must password protect their assigned technology device. Students are expected to promptly provide the passwords to the system administrator upon request. **Students are not to loan a technology device to other students or borrow a technology device from another student, or share passwords or user names with others.**

##### 2) Storage

Technology devices must be stored in a secure area. Students may **not** store a technology device in a car at any time for any reason.

Students should be sure nothing is placed on top of a technology device when it is being stored.

##### 3) Lost, Stolen, or Damaged Device

If a student loses an assigned technology device, the technology device is stolen, or the technology device is damaged, the student must immediately notify a staff member or the principal. If a police report is filed, the student is expected to cooperate and provide truthful information. A student whose technology device is lost, stolen, or damaged due to a violation of this Student Technology Device Use Agreement, purposeful action, and/or negligence is subject to consequences as outlined in this Agreement.

If a lost or stolen technology device is not recovered or if a technology device is otherwise damaged, the student and the student's parent(s) or guardian(s) are financially responsible for the technology device, as allowed by Texas Education Code § 31.104 and as described below.

#### E) **TECHNOLOGY DEVICE SETTINGS**

##### 1) Music

Students may not download or save music on the technology device.

##### 2) Games

Technology devices are provided for instructional use only. Unless permission is granted by the School, students may not:

- Play Internet games on the technology device.
- Download, save, or install any games or non-school related applications or programs on the technology device.

#### F) **FILE MANAGEMENT**

Students are responsible for ensuring that their work on the technology device is not lost due to mechanical failure or accidental deletion.

## **G) SOFTWARE**

### 1) Originally Installed Software

Each assigned technology device will have software pre-installed. Students may not remove or alter the originally-installed software unless specifically instructed to do so by a teacher or system administrator. Students may not download or install any additional software unless specifically instructed to do so by a teacher or system administrator.

### 2) Inspection

Technology devices may be checked periodically to ensure that no new software has been added, and software that is no longer needed has been removed. Students may also be selected at random to provide their technology device for inspection by a system administrator.

### 3) Virus Protection

All technology devices are equipped with anti-virus protection software. This software will scan for known viruses on boot up. If a virus is found upon scanning, the student must immediately report the virus to a system administrator.

## **H) PRIVACY AND SAFETY**

Students are expected to take precautions to protect their privacy and security when using an assigned technology device. Students should not:

- Enter chat rooms or send chain e-mails without written permission of a teacher or administrator.
- Open an e-mail or any attachment from a sender that the student does not recognize, without first consulting and receiving permission from a teacher or administrator.
- Open, use, or change computer files that do not belong to the student.
- Reveal their full name, phone number, home address, social security number, credit card numbers, password(s), or any identifying personal information through use of a technology device.

Remember that storage in any form on the technology device or any network provided or maintained by the School is not private or confidential.

## **I) E-MAIL USE**

When sending and receiving e-mail communications using an assigned technology device, students must adhere to the following rules:

- Use appropriate language.

- Refrain from transmitting any language or other material that is profane, lewd, obscene, abusive, bullying, or offensive to others.
- Do not send mass or chain e-mails, or spam e-mails.
- Do not engage in private chatting or e-mailing during class without express permission from the teacher.

All e-mail sent and received on a technology device belonging to the School is subject to inspection by the School at any time.

**J) LEGAL CONSIDERATIONS**

Student use of technology devices must comply with trademark and copyright laws and all license agreements. If you are unsure, ask a teacher, network administrator, or the principal.

Students may not plagiarize the work others and must give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Use or possession of hacking software is strictly prohibited and violators will be subject to disciplinary action. Violation of applicable state or federal law will result in criminal prosecution or disciplinary action by the School.

**K) FINANCIAL RESPONSIBILITY**

If a technology device is lost, stolen or damaged, the student and the student's parent(s) or guardian(s) are responsible for the cost of repair or for the device's fair market value on the date of loss or damage.

Age of Technology Device	Fair Market Value
1 year or less	\$460
2 years	\$360
3 years	\$260
4 years	\$160

*\*Original cost of a Dell Latitude 3190s to the School is \$460.00.*

The School will not pay for loss or damage caused by or resulting from the following:

1. Loss of data caused by surge, lightning, or inappropriate electrical use.
2. Dishonest, fraudulent, or criminal acts.
3. Any loss to accounts, valuable documents, music or videos, records, or assignments and/or their affects by being missing on grades, GPAs, special group considerations such as valedictorian, college or university admission, or employment. **Students are responsible for backing-up their own data.** A repair claim will only cover material issues with the device, not lost opportunities or data.

4. Loss caused by failure to use all reasonable means to protect the technology device that has been damaged.
5. Disappearance not accompanied by a police report.

The principal has the final say in determining replacement and repair situations.

**L) TERM OF POSSESSION**

A student's right to use and possess an assigned technology device terminates not later than the last day of distance learning, as determined by the School, unless earlier terminated by the School or upon a student's withdrawal from the School.

Failure to timely return a technology device and the continued use of a technology device for non-school purposes without the consent of the School may be considered unlawful appropriation of School property.

**M) CONSEQUENCES**

If a student fails to timely and fully comply with all terms of this Student Technology Device Use Agreement, including timely return of an assigned technology device, the following consequences may result:

**First Offense.** The student will receive a written warning and/or receive a one-week suspension from technology device privileges, depending on the circumstances and severity of the violation. The student's parent or guardian may also be contacted.

**Second Offense.** The student will receive a two-week suspension from technology device privileges. The student's parent or guardian may also be contacted.

**Third Offense.** The student will be suspended from technology device privileges for a period of time to be determined by School administrators based on the circumstances and severity of the violation, not to exceed one full school year. The student's parent or guardian will be contacted.

Please note that consequences may not necessarily be followed in order, and that progressive consequences are not required depending on the circumstances and/or severity of any particular violation of this policy. Students who fail to abide by the guidelines and requirements of this Student Technology Device Use Agreement are also subject to disciplinary consequences under the Student Code of Conduct.



4. **Use.** The Student agrees that the equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws and School policies and regulations. The Student agrees not to allow the use of the equipment for illegal purposes or for operating the student's own or another's personal or commercial business. The Student will conform to the terms of the School's Acceptable Use Policy, Student Handbook, and Student Code of Conduct.
5. **Loss or Damage.** Acknowledging Texas Education Code § 31.104, a student who damages, steals, misplaces, or otherwise fails to return the equipment and/or accessories in an acceptable condition will be liable and the Student's parent(s)/guardian(s) will be liable to the School for the reasonable market value of the equipment and/or accessories as of the date of loss. If the property is irreparably damaged, lost or stolen, or subject to repeated instances of abuse, the user will be responsible for replacement fee(s). Damage, loss, or theft of the property must be reported to the principal or systems administrator by the next school day following the occurrence. If theft occurs off campus, the Student's parent(s)/guardian(s) or responsible party will file a report with the local police department within 24 hours and supply the School with a copy of the police report by the next school day.
6. **Inspection by the School.** The School has the right at any time to request a visual inspection of the equipment and to perform periodic inventories, or to review the contents of any message, file, or software stored or maintained on the device. **There is no expectation of privacy with respect to a school-issued and owned device.**
7. **Security Measures.** The School may provide additional security measures as is technically possible for devices that will be used outside the school's network filters. This may include device security settings and/or software that may be used to manage and safeguard the School's electronic resources. These tools may be used to track the School's inventory, block questionable sites, or limit access to sites when connected to the internet outside of the School's network.
8. **Disclaimer.** While the School uses technology protection measures to limit access to material considered harmful or inappropriate to students, it may not be possible for the School to absolutely prevent such access. Despite our best efforts and beyond the limits of filtering technology, a student may run across areas of adult content and some material that parents/guardians might find objectionable. Moreover, the School makes no guarantee of quality of services provided and is not responsible for any claims, losses, damages, costs or other obligations arising from the use of the School's network or the electronic device. Any charge(s) accrued to the user while using the School's network are the responsibility of the user. Liability and responsibility for statements made by an individual user on the internet are specific to that user and do represent the views of the School, its employees, or members of the School's Governing Body.
9. **Title.** Title to the equipment and all accessories will at all times remain with the School. The Student will give the School immediate notice of any claim, levy, lien or legal process issued against the equipment. The equipment is and will remain for the term of this use agreement personal property, notwithstanding any attachment of it or part of it to real property or improvements on such real property.
10. **Assignment or Subletting.** The Student will not assign this Student Technology Device Use Agreement or any equipment under the use agreement, or any interest in the use agreement or equipment,

without the School's written consent. The Student will not give or provide any part of the equipment to unauthorized users under the use agreement without the School's written consent.

11. **Surrender of Equipment and End of Use Agreement.** The Student agrees, on termination of this Student Technology Device Use Agreement, termination of initiative assigning this equipment, the Student's withdrawal from the School (for any reason), or at the request of the School, to return the equipment at the Student's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to the School. In the event the asset is not returned, the Student and his or her parent(s)/guardian(s) shall report the device as missing. After further attempts to recover or locate the device, which could include electronic surveillance and tracking of the device, the property may be declared stolen and further action can be taken by the School to recover the equipment. The Student and his or her parent(s)/guardian(s) understand and agree that transfer of the assigned equipment to another student is not the equivalent of surrender of equipment to the School, nor does it release the Student or his or her parent(s)/guardian(s) from responsibility for the School's asset.
12. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement signed by the Student and his or her parent(s)/guardian(s) and the School's Superintendent.

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*I hereby agree that I have reviewed the terms of this Student Technology Device Use Agreement and agree to abide the terms herein.*

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Student Signature

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Date

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Parent/Guardian Signature

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Date