

Lower Merion School District

Administrative Regulation No.	137
Section:	PROGRAMS
Title:	DISTRICT-ISSUED LAPTOPS: STUDENTS USE, RIGHTS AND RESPONSIBILITIES
Date Adopted:	4/25/11
Date Last Revised:	12/4/20; 2/9/18; 5/10/13

**R137 Attachment A - Agreement for Laptop Use (Version A)**

**AGREEMENT FOR USE OF LAPTOP (VERSION A)  
FOR USE ON OR OFF CAMPUS**

\_\_\_\_\_ (hereinafter "STUDENT") and  
 \_\_\_\_\_ (hereinafter "PARENT/GUARDIAN"),  
 in exchange for the Lower Merion School District allowing STUDENT to use and possess the Laptop or any loaner or replacement Laptop provided as the discretion of the District ("Laptop"), hereby agree as follows:

1. STUDENT and PARENT/GUARDIAN acknowledge the following Administrative Regulations and Board Policies, which are accessible on the District's website at <http://www.lmsd.org/departments/board/policies/index.aspx>: Administrative Regulation No. 224 *Care of School Property*, Board Policy No. 134 *District Provided Technology Resources* and Board Policy No. 137 *District-Issued Laptops* and acknowledge that they understand their applicability and agree to abide by the procedures, regulations and other rules set forth in them and in this Agreement. If STUDENT and/or PARENT/GUARDIAN would like a paper copy of the above Administrative Regulations and Board Policies they can contact the high school office to make a request and paper copies will be provided.
2. In return for the District permitting STUDENT to take the Laptop off-campus, PARENT/GUARDIAN agrees to purchase District-procured laptop insurance prior to the start of the school year. Insurance premium is \$70.00 per student with a \$100.00 deductible for theft or damage. The insurance premium, but not the deductible, will be [costs are subject to change on an annual basis] waived for any family that participates in the Free and Reduced lunch program upon request or for any computer issued to a student resulting from IEP SETT process. The deductible is charged for each covered claim and is in addition to the insurance payment. PARENT/GUARDIAN may not substitute homeowners or other personal insurance for District-procured laptop insurance. PARENT/GUARDIAN and STUDENT accept all uninsured financial responsibility with respect to damage, loss or theft of the Laptop while the Laptop is in the possession, custody or control of STUDENT.
3. In some instances, it may be necessary for a school Information Systems Department 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. If the STUDENT does not wish to have the technical problem resolved remotely the STUDENT may decline the request for remote access and bring the Laptop to the Technology Center in their building at their opportunity. 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 LMSD-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 LMSD-Net or are stored in

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unauthorized software.

4. STUDENT will not permit individuals, other than District administrators 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;
  - h. to bypass the District's security controls; and/or
  - i. 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 or software installed on the Laptop or to install new or additional programs or uninstall existing software programs on the Laptop. Students are permitted to install software available through the Self-Service application installed on 1 to 1 Laptops.
6. 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 the Assistant Principal 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.
7. 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

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Technology Center for repair/service.

8. In the event that the Laptop is lost, damaged or stolen while the custody of STUDENT, then STUDENT and PARENT/GUARDIAN agree that they are responsible to the District for the cost to repair or replace the Laptop. If the claim is covered by the applicable District insurance policy, then STUDENT and PARENT/GUARDIAN shall only be responsible for the costs not covered by insurance, including, but not limited to any deductible.
9. 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 District in the same condition that the Laptop was originally provided to STUDENT, ordinary wear and tear excepted.
10. 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. Pursuant to a signed consent form or documented verbal agreement by a parent/guardian that clearly and conspicuously sets forth the ability of the District to access or review such files. This consent form shall be supplemental to this Agreement for Laptop Use.
  - d. Teachers and other school personnel may provide assistance to STUDENT in locating STUDENT'S files in the presence of and at the request of STUDENT.
  - e. As disclosed in the request for permission for remote access provided to STUDENT if STUDENT requests that a District Information Systems Department professional access STUDENT'S Laptop remotely to resolve a technical problem.
11. STUDENT and PARENT/GUARDIAN understand and agree that the District has the ability to collect, track and store IP addresses to identify technology devices, including Laptops, using

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and communicating over the District’s network. The District reserves the right to utilize IP address information it obtains for troubleshooting and investigative purposes.

12. STUDENT and PARENT/GUARDIAN understand and agree that if the District determines that STUDENT failed to adequately care for the District’s computer or violates District rules or policies, then the 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 District determines that STUDENT acted with intent to damage the District’s property, then, in addition to any other available remedies, the District may refer the matter for appropriate civil, criminal and/or juvenile proceedings.

Parent/Guardian Signature:	Student Signature:
Print Name:	Print Name:
Address:	Address:
Telephone:	Telephone: