

## Franklin-McKinley School District Technology Equipment Loan Agreement

### I. TERMS AND CONDITIONS

Recipient understands and agrees as follows:

In addition to the agreements set forth in the Student Handbook, this Agreement and loan of the Equipment hereunder are governed by the following terms:

- Loaned Equipment is for the exclusive use of the Student(s) identified in Section I, above, and is loaned by the District as an aid to classroom learning to be used for educational purposes. Recipient shall not allow others to borrow or use the Equipment and is responsible for all use of the Equipment, including internet sites visited and content loaded. Equipment should be password protected at all times.
- Recipient agrees to comply with the District's Student Technology Use Agreement, and to use the Equipment in a responsible, ethical and legal manner. Recipient further agrees not to use the Equipment to process, transmit, download or publish any material in violation of any local, State or Federal law.
- Loaned Equipment should never be left unattended in any public place, including school.
- For iPads only:
  - Geolocating software is installed on each iPad and will be used by the District only to locate an iPad that has been reported lost or stolen or is not returned when the Student(s) identified in Section I leave(s) the District. Recipient must not deactivate this software.
  - All Internet traffic from the iPad will be directed through the District's proxy server, regardless of the location of the iPad. This enables the District to filter inappropriate content as required by School Board Policy. Recipient may not circumvent or disable content filtering.
- For laptops only: The laptop is configured to send all traffic through a proxy server to enable the District's content filtering solution. Recipient may not circumvent or disable content filtering.
- If the Student(s) identified under Section I, above, violate(s) this Agreement and/or any other School District Board Policy, Administrative Regulation, and/or state law through his/her/their use of the District-loaned Equipment, such Student(s) may be subject to discipline, pursuant to the School District's disciplinary policies and procedures, and may also have additional restrictions placed on use of District-loaned Equipment as the result of any violations.
- Malfunctioning, damaged, lost or stolen equipment must be immediately reported to a teacher or administrator.
- The District retains the right to inspect the Equipment and the data and applications on the Equipment at any time. The District may review any files, emails, internet usage, and/or any other information contained on District-loaned Equipment at any time, and Recipient should have no expectation of privacy in using said Equipment.
- This Agreement shall commence on the Effective Date and shall terminate if the student withdraws from the District or upon request by the School District.
- The District makes no warranties with respect to the Internet and specifically assumes no responsibility regarding any of the following:
  - The content of any advice or information received by Recipient from a source outside the District or any costs or charges incurred as a result of accessing or accepting such advice;
  - Any costs, liability or damages caused by the way Recipient uses the Equipment or the Internet; or
  - Any harm to Recipient resulting from use of the Equipment that is caused by sources outside of the District.



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This Technology Equipment Loan Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the Franklin-McKinley School District (“District”) and the individual identified in Section I, below (“Recipient”). If the Student(s) is under 18 years of age, for purposes of this Agreement, the term “Recipient” shall mean and refer to the Student and his/her/their parent or legal guardian as identified in Section I, which parent or legal guardian shall, in addition to the Student(s), be bound by the terms of this Agreement.

**II. RECIPIENT(S)**

Name of Student: \_\_\_\_\_ Student #: \_\_\_\_\_

Address/City/Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**III. EQUIPMENT LOANED**

Items Received by Recipient (check all that apply):

Chromebook  Apple iPad  Hotspot  Power Supply Comments: \_\_\_\_\_

By signing below, I agree to the loan of this Equipment to the Student(s) named above, on the terms and conditions set forth in this Agreement. I agree to ensure that my Student(s) care(s) for the equipment appropriately. I further agree that the Equipment is received in good condition except as noted at the bottom of this page of this form. Pursuant to Education Code section 48904, in the event that the Equipment is damaged beyond normal wear and tear, lost or stolen, I agree that I am financially responsible and will pay the Franklin-McKinley School District for the full cost of the damages and/or replacement. Failure to return the Equipment or pay for the cost of damages may result in the School District withholding grades, a diploma, or transcripts from my student. If I am unable to pay for the damages or to return the Equipment, my Student(s) will be required to perform voluntary work in lieu of the payment of monetary damages, as provided for in Section 48904. The assessed value and/or damage shall be determined by Franklin-McKinley School District based on actual repair or replacement cost. I understand that if the Equipment is stolen from a location other than school property, that I am obligated to file a police report and furnish a copy to the District. I further agree to return this Equipment upon the Student(s)' withdrawal from Franklin-McKinley School District or at any time upon request of the School District.

Parent/Guardian Name: \_\_\_\_\_

(Please print)

Parent/Guardian Signature: \_\_\_\_\_

Notes on condition of equipment:

School: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Staff Member Issuing Equipment: \_\_\_\_\_