



PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT

1:1 STUDENT/PARENT/GUARDIAN DEVICE USER AGREEMENT

STUDENT USE OF EQUIPMENT

All District-issued devices are treated as school computers under District policies and guidelines *4526: Internet Safety and Use*, and *4526-R: Computer Network and Internet Safety and Use Guidelines* and are to be used for school-related work according to each teacher's instructions and the guidelines set forth herein. The District retains sole title and right of possession of this equipment. The District retains the right to repossess and withdraw authorization for further use of the device without any prior notice. The District also retains the right to collect and/or inspect the device at any time without any prior notice and to alter, add or delete installed software. If the device is damaged, lost, or stolen, the district will provide students with a replacement device in alignment with the procedures outlined below.

In alignment with District Computer Network and Internet Safety and Use Policies and Guidelines, users should not expect, nor does the District guarantee, privacy for any use of these District owned and managed instructional resources. The District expressly reserves the right to access and view any material stored in relation to these instructional resources and any material used in conjunction with the District's computer network. The District may monitor all use of the equipment and the District's computer network and Internet activity. There is no expectation of privacy in any file, information, data, mail or material located on or in the equipment or computer network. The District reserves the right to conduct, at any time and without notice, reviews of all computers and computer network accounts to determine adherence to all District policies, regulations and guidelines, including but not limited to the District's Computer Network and Internet Safety and Use Policies and Guidelines, the District's Code of Conduct and the District's Dignity for All Students Policy ("DASA"). The District reserves the right to inspect, at any time and without notice, the contents of any file, information, data, or any other material stored on or in the equipment and the computer network.

Similar to other instructional resources used by students, the issuance of a District-owned device to students carries with it certain responsibilities for students and their parents/guardians. The District encourages the use of student devices at both school and home to maintain the continuity of instructional goals and activities made possible in a 1:1 program (meaning every student has a District issued mobile computer device for use at home and school).

In accordance with the Children's Internet Protection Act (CIPA) and District policies, the District implements specialized content filters to provide for a restricted Internet access environment within its school buildings in addition to District-owned/issued devices that students will be taking home as part of the District's 1:1 initiative. However, it is important to note that this filtering system, while effective, is not foolproof and may from time to time provide access to inappropriate and/or harmful material. Moreover, student search engine results at times may depict icons and or text/links that appear to lead to inappropriate content on websites such as YouTube, for example, even though actual access to the website remains blocked by the District's content filters. In addition to the filtering system the District provides when a student is home outside of the school premise, the District relies on its partnership with parents/guardians to guide and monitor their children's use of the Internet and computer related activities.

STUDENT RESPONSIBILITIES:

1. You must adhere to the District's Policies, including but not limited to, the District's Internet and Computers Acceptable Use Agreement and this Student/Parent/Guardian User Agreement and following consent form provided to you by the District when using the district issued device and accounts.
2. Inappropriate and/or illegal use of the district device is improper and considered to be unauthorized and may result in suspension of your right to use the device and/or disciplinary action pursuant to the District's Code of Conduct, DASA and/or referral to law enforcement as the situation may warrant.
3. Students are not permitted to place any stickers on district issued devices.
4. You may not alter or delete school issued applications ("apps"), school files, bypass filters or alter system preferences on the device.
5. You may not download social networking applications, including but not limited to Facebook, Instagram, Twitter, TikTok, and the like.
6. The device will be used only for school related work and activities.
7. You must bring your device to school **fully-charged** every day of the school week or as required by your teacher's instructions.
8. When using your device on the District's wireless network, you must login using your unique school-issued user ID and password. **You are not permitted to share your passwords with anyone other than your parents or guardians and/or attempt to login with any other account names.**
9. You are responsible for taking proper care of your device and accessories, both at school and at home. You must keep the device and accessories in a secure location when it is not at school. You must keep the equipment clean.
10. You are not permitted to remove any identification or serial number tags whatsoever.
11. **You cannot login to your device without a district issued pobschools.org account. You are not permitted to let anyone use your device, other than your parents or guardians under your account for reviewing school related work.**
12. You are required to report any problems, damage or theft immediately to a teacher or staff member.
13. Jailbreaking will be treated as a violation of the Device User Agreement and result in the confiscation of the student's device and further disciplinary action may be taken.
14. Devices equipped with a webcam offer students an extraordinary opportunity to experience a 21st century tool and to develop communication skills. Webcams are to be used for educational purposes only while in school. Use of webcams is allowed at home with permission from parents/guardians.
15. If technical difficulties occur, or unauthorized applications are discovered, the Chromebook may be wiped or power washed. The school does not accept responsibility for the loss of applications or documents deleted due to wiping/power washing.
16. Any personal content must be removed from the device prior to collection of the device at the end of the school year. The District will not be responsible for loss of this content.

PARENT RESPONSIBILITIES:

1. You must review the content of your child's device on a consistent basis to ensure that your child is utilizing the device in accordance with the Internet and Computers Acceptable Use Agreement, as well as this Student/Parent/Guardian Device User Agreement.
2. You, individually and on behalf of your child, waive and release the District, the Board of Education, its agents, officers and employees from any and all claims and damages of any nature arising from your child's use of, or inability to use the school technology, including but not limited to claims that may arise from the unauthorized

use of the device and network accounts, including but not limited to using the device and network accounts for purposes unrelated to school work and assignments.

3. You understand that it is impossible for the District to restrict access to all inappropriate materials which may be accessed from the device, and you will not hold the District responsible for materials accessed on the network. You hereby individually and on behalf of your child waive and release the District, the Board of Education, its agents, officers and employees from any and all claims and damages of any nature arising from your child's use of the device and material accessed on the network or Internet, including but not limited to content that may be considered inappropriate.
4. You hereby individually and on behalf of your child also expressly waive the right to bring or pursue any complaint, lawsuit, administrative proceeding, appeal or review based upon any inappropriate content that may be accessed on the device and district accounts, and/or any and all claims and damages of any nature arising from your child's use of, or inability to use the school technology, including but not limited to claims that may arise from the unauthorized use of the device and district accounts, including but not limited to using the device for purposes unrelated to school work and assignments.

In addition, as your child's parent/guardian, you understand the District reserves the right to:

1. Monitor activity, including internet access or intranet access on either the school's and/or Google's file servers and assigned district accounts.
2. Make determinations on whether specific uses of devices are consistent with the District's policies and this Student/Parent/Guardian User Agreement.
3. Suspend the student's access to the District's network and/or use of the device and/or district accounts if at any time it is determined that the student is engaged in unauthorized activity or is violating District policies.
4. Note: Violation of the Internet and Computers Acceptable Use Agreement including this Student/Parent/Guardian User Agreement while using the device and/or district accounts may result in disciplinary action pursuant to the District's Code of Conduct, DASA and/or referral to law enforcement as the situation may warrant.

Information and procedures regarding damaged, lost, or stolen device:

All damaged, lost, or stolen devices will be subject to the information outlined below. In the event that the below scenarios apply, a student will be provided with a replacement device that will be permanently assigned to them. All terms and conditions outlined in this agreement remain in-force with the replacement device.

What happens if a student breaks his/her device?

All students and parents/guardians will be responsible for the entire replacement/repair cost for devices and/or accessories damaged through misuse, neglect and/or intentional damage. Furthermore, if damage is deemed to be the result of another student's actions, the rules noted above will apply to the student at fault.

Student must report the broken device to his/her classroom teacher and/or building computer aide immediately. The school building Principal will be notified, and contact parents/guardians will be notified for informational purposes.

Accidental Damage/Loss/Replacement Costs:

Below is a list of related repair/replacement costs which are *subject to change*. **No costs will apply in the first instance of (1) broken screen incident.** The following charges will apply to the student's parents/guardians for reimbursement to the District for any further damage not covered by the District's device warranty and/or potentially offered insurance plans. In the event that reimbursement for damages is not received prior to the start of a new school year, **Chromebook distribution will be held until such time that all account balances are current.**

Revised Replacement Costs as of February 2021:

- **Chromebook Replacement Cost** (device lost/stolen/destroyed/not returned)
 - \$360.00 - Year 1
 - \$270.00 - Year 2
 - \$180.00 - Year 3
 - \$90.00 - Year 4
 - \$50.00 – Year 5
- **Chromebook Device Repair Cost**
 - \$ 25.00 – Issue determined to be due to negligence regardless of type of repair
 - \$ 20.00 - AC adapter replacement (lost/stolen/destroyed/not returned)
 - \$ 12.00- Case replacement (lost/stolen/not returned)
- **Costs to replace and repair other devices will vary depending on the type of device and repair/replacement cost of the device.**

What happens in the event of theft/loss of a student device?

- A. Student must report the lost device to his/her classroom teacher and/or building computer aide
- B. The school building Principal will be notified, and contact parents/guardians immediately
- C. An official police report must be filed by the student/parent/guardian in any instance of theft or loss
- D. In the event of any theft or loss, the student's family will be fully responsible for the total cost of the device replacement.

When does the student return the device?

- A. It is the student/parents/guardian's responsibility to return the device, accessories and all related equipment on the specified date and in the same condition issued, with normal wear and tear as determined by the District.
- B. The full replacement cost of the equipment will be charged to the student's parents/guardians if the device, accessories and all related equipment are not returned within 30 business days of the due date.
- C. Breach of the above rules may result in loss of future privilege of using the equipment.