Bassett Unified School District
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Digital Learning Initiative
Device Agreement

Bassett Unified School District (“District”) assembled a committee to research and prepare a plan that is comprehensive, coherent, innovative, sustainable, and fiscally responsible to meet the demands of college and career. The Digital Learning Initiative Plan was approved by the Bassett Unified School District Board of Education on March 13, 2018.

The goals of the Digital Learning Initiative are to:

- Enhance and accelerate learning
- Leverage technology for personalized instruction
- Promote collaboration and increase student engagement
- Strengthen the current skills necessary for future success
- Provide digital tools for completion of assignments and projects

Technology use is an important part of education. Under this initiative, students will be issued a laptop computer for use on school-related projects and assignments. We will be using these devices to deliver core content and curriculum. In addition, these devices are an integral part of teaching digital citizenship in a 21st Century learning environment.

Although this Agreement authorizes the student’s use of the device for the year, each device will be labeled with the name and picture of the student using a particular device, the device is the property of the District and must be returned upon the District’s request or on the last day of the student’s attendance for the school year (regular or summer session).

To receive a device to use, the student and his or her parent/guardian must sign and submit this Device Agreement to the District. In using the device, the student is subject to and must comply with District’s Board of Education Policies and Student Handbook Policies addressing student discipline, harassment/bullying, and acceptable use of electronic network/technology and their associated administrative procedures and regulations. A violation of any of these policies could result in loss of network privileges, loss of right to use the device, or appropriate discipline, up to and including suspension or expulsion.

Student Expectations

1. **Daily Use of device.** Unless otherwise instructed, the device is intended for use at school every day. If students are permitted to use the device at home, **they are responsible for bringing it to school every day, fully charged.**

2. **Maintenance of device.** Student must keep the device in good and working condition. In addition to following the manufacturer’s maintenance requirements, students should:
   a. Use only a clean, soft cloth to clean the device’s screen. No cleansers of any type should be used;
   b. Insert and remove cords and cables carefully to prevent damage to connectors;
   c. Not write or draw on the device or apply any stickers or labels that are not property of the District;
   d. Handle the device carefully and ensure others do the same;
   e. Not leave the device in places of extreme temperature, humidity, or limited ventilation (e.g., in a car) for an extended period of time;
   f. Secure the device when it is out of their sight. The device should not be left in an unlocked locker, a desk, or other location where someone else might take it;
   g. Keep the Device in a backpack or similar protective bag when transporting device.

3. **Students may not:***
   a. Disrupt the educational process of the school district through non-educational use of the device;
   b. Endanger the health or safety of themselves or anyone else through the use of the device;
   c. Invade the rights and privacy of others at school through the use of the device;
   d. Engage in illegal or prohibited conduct of any kind through the use of the device;
   e. Violate the conditions and rules of acceptable use of electronic network/technology;
   f. Allow others to use any account assigned to the student;
4. **No Unauthorized Software or Data.** Only legally licensed software, apps, media, or other data is permitted on the student device. Students will not replace the manufacturer’s operating system with custom software (i.e., “jailbreak” the device), or remove or modify the District-installed device configuration. Do not download game emulators, chat clients, peer-to-peer software or any other unauthorized software.

5. **No Right to Privacy.** The devices are District property; therefore, the District may examine the devices and search their contents at any time for any reason. Neither students nor parents/guardians have any right to privacy of any data saved on the device or in a cloud-based account to which the device connects. If school administration believes the device may have been used for illegal purposes, the District may involve law enforcement as appropriate.

6. **Agreement to Accept Online Instruction.** By signing this agreement and accepting the assigned Computer, Parent agrees that Student may be provided with online instruction by District staff. This instruction may include live and/or prerecorded audio and/or video communications between Student, District staff, and/or Student’s classmates. Services may be provided through the online platform(s) of District’s choosing. District may record such services and/or communications.

7. **Unauthorized Recording of Online Instruction.** Any unauthorized recording or distribution by Student of online instructional services, whether by photograph or video, is expressly prohibited, and shall be subject to all applicable District disciplinary policies.

**Additional Terms**

1. **Damage to or Loss of device.** Parent(s)/guardian(s) are responsible for their child’s use of the device, including any damage to or loss of the device.
   a. Accidental Damage: In the event of accidental damage to the device which is greater than $50, the parent is responsible for the first $50 of the cost of repair. Bassett Unified will fund the remainder of the repair.
   b. Theft: In the event of theft, upon presentation of a filed police report, the parent is responsible for the first $50 of the replacement cost. The District will fund the remainder of the replacement cost, for a single occurrence. Without a filed police report, the device will be considered lost and parents will be responsible for the entire replacement cost of the device.
   c. Loss: In the event that the device is lost, the parents are responsible to cover the entire replacement cost.
   d. The decision to assess a charge, or recover the replacement cost of a lost device, as well as the amount of any charge or replacement cost, is at the sole discretion of the District, and the replacement cost will not be greater than the full replacement value of the device.
   e. Repair and Replace Plan: The District offers an optional and voluntary repair and replace plan to families that covers accidental breakage or damage that might occur during the school year. The voluntary repair and replace plan can be purchased at a cost of thirty dollars ($30.00). The voluntary repair and replace plan will cover one (1) Electronic Device for the life of the device, typically three years. Students shall be provided with an Electronic Device regardless of whether a voluntary repair and replace plan is purchased.
   f. If purchasing the optional repair and replace plan, it must be purchased within five (5) days after the Electronic Device is issued, and will cover only the device for which it was purchased. The repair and replace plan does not transfer to Electronic Devices subsequently issued.
   g. The cost of the voluntary repair and replace plan will NOT be returned, even if the student’s specific device does not require repair or maintenance during the course of the device’s life.
      i. Covered Perils:
         - Accidental Damage
         - Cracked Screens
         - Liquid Spills
         - Liquid Submersion
         - Theft/Burglary/Robbery
         - Fire/Flood Damage
         - Natural Disasters
         - Power Surge Due to Lightning
   h. Exclusions:
      i. The voluntary repair and replace plan does not cover the replacement of lost Electronic Devices or associated accessories. Parents or guardians of minor students shall remain liable for lost Electronic Devices.
      ii. The voluntary repair and replace does not cover the replacement or repair of any Electronic Device or associated accessories that have been willfully damaged or destroyed. Parents or guardians of minor students shall remain liable for any Electronic Device that is willfully damaged or destroyed.
      iii. Pursuant to District Administrative Regulation 5125 and Education Code Section 48904, the District may withhold a student’s grades, diploma, and transcripts for failure to return the Electronic Device or for failure to pay for the willful damage or destruction of the Electronic Device.
iv. The voluntary payment does NOT apply to the care, repair, or maintenance of any personal electronic device used by the student. The District Technology Department does not provide care, maintenance, or support for any personal electronic devices.

2. Hardware or Functionality Problems. If a problem arises with the functionality of a student’s device, the student must notify his or her classroom teacher of the problem within 24 hours or on the next school day. Under no circumstances may the student or his/her parent(s)/guardian(s) attempt to fix or allow anyone but District staff the attempt to fix suspected hardware faults or the device’s operating system. Do not take the device to any repair shop; the student should report the issue to his/her classroom teacher, who will report it to the District’s Technology Department. Students may also take the device to the designated help desk location at their school site.

3. Failure to Return the Device. If a student fails to return the device and any assigned accessories as directed, the District may, in addition to seeking reimbursement from the student’s parent(s)/guardian(s), file a theft report with local law enforcement authorities.

4. Internet Filter Outside of School. Although the District employs Internet filters and monitors students’ Internet activity it may not filter or monitor students’ Internet access at home or off school grounds. Parent(s)/guardian(s) understand and acknowledge this and agree that their child’s use of the Internet on the device at home or off of school grounds is at the discretion of, and should be monitored by, the parent(s)/guardian(s). Some sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate, or offensive to some people. Parent(s)/guardian(s) assume complete responsibility for the Internet access beyond the network provided by the District. When using the device outside the District, students are bound by the same policies, procedures, and guidelines as in school.

5. Data as Records. Data saved to the device is not maintained by the District as public records or as student records. In the event this data needs to be maintained by the District for any reason, the District will take affirmative steps to preserve it.

6. Waiver of Device-Related Claims. By signing below, you acknowledge that you have read, understand, and agree to follow all responsibilities outlined in this Agreement and agree to be bound by this Agreement. You also agree that the device was delivered in good working order and acknowledge that it must be returned to the District in good working order. By signing this Agreement, you waive any and all claims you (and your heirs, successors, and assigns) may have against Bassett Unified School District, its Board of Education and its individual Board members, employees, and agents, from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the device or from this Agreement.

7. Indemnification for Device-Related Claims. To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless Bassett Unified School District, its Board of Education, and its individual Board members, employees and agents, from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the device or from this Agreement.

Agreement and Signatures

Use of devices on the Bassett Unified School District network is a privilege that supports school-appropriate learning. The consistent operation and maintenance of the computer network and equipment relies on users adhering to established guidelines. Therefore, by signing this agreement, users acknowledge that they have read the Digital Learning Initiative Device Agreement and understand the District’s expectations and the student’s responsibilities. By signing this agreement, I acknowledge and understand that I have read the District’s Digital Learning Initiative Device Agreement and the District’s Student Internet and Technology Acceptable Use Policy, and hereby agree to its provisions. I understand that the use of the Device can connect students to computers throughout the world and that it is impossible for the District to control access to all material available through the Internet. When using the Device or the internet, I understand my student may read or access material that I might consider controversial or offensive.

The District has my permission to provide my student with a device. In consideration of the above, I agree to not hold the District or any District staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users’ mistakes or negligence in using the Electronic Device. I also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred in any claim relating to my student’s use of the Device.

Pursuant to District Administrative Regulation 5125 and Education Code Section 48904, the District may withhold a student’s grades, diploma, and transcripts for failure to return the Device or for failure to pay for the willful damage or destruction of the Device or its accessories.
I hereby give my permission to my child to utilize the Bassett Unified School District Digital Learning Initiative provided device. I certify that the information contained on this form is correct.

☐ I have read, understand, and agree to the District’s Digital Learning Initiative Device Agreement.

☐ I agree to purchase the voluntary repair and replace plan for the repair of the Electronic Device. A $30.00 cashier’s check or money order is enclosed payable to “Bassett Unified School District”.

Student’s name: _________________________________

Student’s School Site: _________________________________

Parent’s name: _________________________________

Parent’s signature: _______________________________ Date: ______________

*Please retain a copy of this Digital Learning Initiative Device Agreement for your records.