



WYOMING AREA SCHOOL DISTRICT

TECHNOLOGY DEPARTMENT

STUDENT/PARENT TECHNOLOGY EQUIPMENT USE AGREEMENT

This Technology Use Agreement is between Wyoming Area School District (WASD) and:

Student

Last Name *First Name* *Student ID #*

Current Grade _____ **Building (circle)** Kindergarten Primary Intermediate Secondary

Parent /Guardian

Last Name *First Name*

WASD and Student and Parent/Guardian, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Equipment. WASD assigns to Student the use of the following equipment and accessories (*Filled out by IT Department*):

CHROMEBOOK NAME: _____ **SERIAL#:** _____

ACCESSORIES: Power Adapter: (X) Yes

2. Period of Possession. The term of this Use Agreement is for the **2020-2021** school year or until withdrawal from the district, whichever is earlier. The Student, Parent/Guardian or WASD may terminate this agreement at any time by written or electronic notice.

3. Altering or Defacing Equipment. Student will not alter, disfigure, or cover up any numbering, lettering, or labeling displayed on the Equipment. Student will not alter the equipment operating system, installed software, or device settings.

4. Maintenance and Repair. Normal and reasonable wear and tear are expected. Gross negligence will not be tolerated. It is the Student's responsibility to provide reasonable care and to coordinate required repairs through the Wyoming Area School District. Parents/Guardians are responsible for reasonable cost of repair or replacement of deliberately damaged devices.

5. Use. 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 WASD board policies, and regulations. Student agrees not to allow the use of the Equipment for illegal purposes or for operating Student's own or another's personal or commercial business. Student will conform to the terms of the **WASD Acceptable Use Policy 815**. This policy is available at <http://www.wyomingarea.org/aup>

6. Loss or Damage. A Student who acts in bad faith to damage, steal, misplace or purposely not return the Equipment and/or accessories will be liable and/or the Parent/Guardian of the student will be liable to WASD for the replacement cost of the Equipment and/or accessories as of the date of loss. If the device is stolen, then the student must immediately report it to WASD administrator so the WASD administrator can obtain a WASD Police Report.

7. Inspection by the District. The District will have the right at any time to request a visual inspection of the equipment and to perform periodic inventories.

8. Security measures. The district may provide additional security measures as is technically possible for devices that will be used outside the district's network filters. This may include device security settings and/or software that may be used to manage and safeguard WASD's electronic resources. These tools may be used to track WASD inventory, block questionable sites, or limit access to sites when connected to the internet outside of WASD's network.



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9. Disclaimer. While WASD uses technology protection measures to limit access to material considered harmful or inappropriate to students while in school, it may not be possible for the district 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.

10. Title. Title to the Equipment will at all times remain with the District. Student will give the District 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.

11. Insurance. The district has a partnership with the Worth Avenue Group and offers an insurance policy covering damages beyond the manufacturer warranty (if applicable). Parents can sign up via a portal link available on the district website. Failure to carry such insurance will not relieve Student of liability as provided for in this Use Agreement.

12. Assignment or Subletting. Student will not assign this Use Agreement or any Equipment under the Use Agreement, or any interest in the Use Agreement or Equipment, without District's written consent. Student will not give or provide any part of the Equipment to unauthorized users under the Use Agreement without District's written consent.

13. Surrender of Equipment at End of Use Agreement. Student agrees, on termination of this Use Agreement, termination of initiative assigning this equipment, student withdrawal from the district, or at the request of WASD, to return the Equipment at Student's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to the school that assigned it or as the District may designate. In the event the asset is not returned, Student and Parent/Guardian understand that WASD shall report the device 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 our police department to recover the asset. Student and Parent/Guardian understand and agree that transfer of the assigned equipment to another student is not the equivalent of surrender of Equipment to WASD, nor does it release Student or Parent/Guardian from responsibility for the district's asset, therefore WASD may have to file a theft report.

14. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Use Agreement or by other written agreement. If any provision of this Use Agreement is invalid it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

I hereby agree that I have reviewed the terms of this agreement and I have also received a copy of the district's Acceptable Use Policy 815 which covers use of this equipment and any district provided technology.

Student Name

Date

Parent/Guardian Signature (for students under the age of 18)

Date

Building Administrator

Date