



LOAN OF EQUIPMENT AGREEMENT

Student Name: _____

School: _____

Student Address: _____

Parent Name: _____

Description of Equipment Borrowed

Board Tag

1. Chromebook

.....

Specified Return Date: _____

Declaration

I have read and agree to the terms outlined in the attached **DAYTON PUBLIC SCHOOLS' CHROMEBOOK TERMS AND CONDITIONS.**

Parent/Guardian (Print Name)

Date

Parent/Guardian signature

Mission Statement

To equip our students to achieve success in a global society by implementing an effective and rigorous curriculum with fidelity



DAYTON PUBLIC SCHOOLS

CHROMEBOOK TERMS AND CONDITIONS

Section 1. Chromebook to Remain District Property

Each student in the program shall receive one Chromebook. The Chromebook remains the property of the District. The Chromebook is being furnished to the student for school purposes only. The student must return the Chromebook in good condition to the District at the conclusion of the school year in accordance with the directives provided by the District.

Section 2. Care for Chromebook

Students must take care of the Chromebook while it is in their possession. Students may not deface, destroy, alter, modify, or cause any harm to the Chromebook through neglect or carelessness. Students must use the protective case, store the Chromebooks in a secure place, and abstain from eating and drinking while using the Chromebook.

Students and the undersigned parent/guardian(s) will be responsible for paying for any damage or any lost or missing Chromebook in accordance with the Schedule of Charges. At the conclusion of the school year, students may purchase the Chromebook from the District.

Section 3. Acceptable Use Policy

The student's use of the Chromebook shall be subject to the District's Acceptable Use Policy (File: EDE/EDE-R) at all times, including while using the Chromebooks off school property. In addition, any use of school email, school internet, or other technology resources by students shall be subject to the District's Acceptable Use Policy.

The following conduct is strictly prohibited while using the Chromebooks, school email, the District's internet, or any other District information technology resource:

1. Misrepresenting identity or affiliation or using another person's account, log-in ID, or password without authorization.
2. Spreading unsolicited bulk messages.
3. Unauthorized attempts to exploit the security capabilities of a computer system or network for any purpose.
4. Monitoring network traffic, intercepting, disrupting or altering electronic communication packets.

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5. Unauthorized uploading or downloading of any inappropriate materials, creating or using computer viruses and/or any attempt to harm, physically damage, or destroy equipment, materials, or the data of another user.
6. Connecting or using of any personal device or removable media including but not limited to USB flash drives, jump drives, hard drives, CDs/DVDs, memory cards, PDAs, MP3 devices, laptops, printers, gaming devices, netbooks or any device to which data can be transmitted to or from without prior permission.
7. Theft or copying data to unauthorized external devices.
8. Unauthorized commercial activity for personal gain.
9. Harassment: The District's policies against sexual and other harassment apply fully to the use of Chromebooks. Any violation of those policies is grounds for discipline up to and including termination. This prohibition includes transmitting pornographic material, as well as sexually connotative or profane jokes or stories.
10. Transmitting (including sending, requesting to receive, or forwarding) material that is threatening or harassing and that is based on sex, race, color, national origin, religion, sexual orientation, ancestry, age, or disability, or that is obscene, derogatory, belligerent, threatening, defamatory, intimidating, abusive, or otherwise inappropriate material that (a) is so severe, pervasive, or objectively offensive that an individual is effectively denied equal access to the District's resources and opportunities; or (b) is reasonably expected to create a substantial disruption or interference with the work of the District or the rights of other individuals.
11. Any illegal activity.
12. Encouraging the use of drugs, alcohol or tobacco or promoting unethical practices of any activity prohibited by law or District policy.
13. Transmitting patently harassing, intimidating, abusive material to or about others.
14. Transmitting lewd, vulgar, profane, indecent or plainly offensive speech.
15. Causing congestion on the network by sending items such as "chain-letters" or "broadcasting" inappropriate messages to large groups.
16. Sending copies of documents in violation of copyright laws.
17. Opening any kind of executable attachment; including but not limited to .vbs, .bat, .com, .msi, .rar, .zip or .exe file without prior permission from the District.
18. Downloading any material unrelated to school purposes including, but not limited to, sex, illegal drugs, criminal skills, hate speech, gambling, videos, movies, music files, or other material without permission.
19. Downloading any software, web-based application, or other application to the Chromebook without prior permission.
20. Modifying or attempting to modify the privileges and capabilities set up on the Chromebook for the exclusive use of the student to whom is was assigned.
21. Adding, deleting, accessing, or modifying other students' accounts on the Chromebook or any school computer.
22. Using school email for non-school purposes.
23. Accessing chat rooms or non-school related social networking groups, sites, or instant messaging. Use of social networking groups, sites, or instant messaging is strictly prohibited during the school day unless express permission is given by a teacher or administrator.

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24. Bypassing or attempting to bypass filters on school district internet or WiFi or any filters or firewalls installed on Chromebook programs.
25. Posting or sharing photos, videos, or other information on the internet that relates to other students, faculty, or staff.

Section 4. Parent/Guardian(s) Responsibilities

Parent/Guardian(s) are responsible for supervising the student's use of the Chromebook at home and off school property, including the use of email and the internet. Parent/Guardian(s) are required to review the District's Accessible Use Policy and to familiarize themselves with the terms of this Agreement. Parent/Guardian(s) agree to report any damage, malfunction, and need for repair to the District as soon as practicable. Parent/Guardian(s) agree that any use by parent/guardian(s) shall be in accordance with this Agreement. Parent/Guardian(s) understand and agree that the student and parent/guardian(s) shall be responsible for any misuse of the Chromebooks and any violation of this Agreement. Parent/Guardian(s) agree to the terms of this Agreement, including but not limited to terms concerning charges for loss, damage, or misuse of the Chromebooks.

Section 5. Incidental Personal Use

Incidental personal use of the Chromebooks by the student and his parent/guardian(s) is permitted to the extent such incidental personal use is in accordance with this Agreement and the District's Acceptable Use Policy, and the personal use does not interfere with the school use of the Chromebooks.

Personal use of District email and District internet is subject to all of the restrictions contained in this Acceptable Use Policy and this Agreement. Personal use shall not impede users' ability or the ability of others to efficiently perform and complete District work or adversely impact access to or the use of the internet by others for school purposes. Personal use shall be consistent with any other applicable provisions of this Agreement and with the other policies of the District.

Section 6. Inappropriate Use of Chromebooks, Internet, or Email

Students and parent/guardian(s) are advised that access to the internet includes the potential that a student will access inappropriate material online. However, parent/guardian(s) acknowledge that misuse of the Chromebooks, District internet, or District email can result in exposure to inappropriate material. Every user, including student and parent/guardian(s) are responsible for his or her own use of the Chromebook, the internet, and email.

Students must report any misuse of Chromebook, District internet, and District email that he or she is aware of.

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In addition, students and parent/guardian(s) are advised to use Chromebook, District internet, and District email safely. Students should not reveal name, address, phone number, or other personally identifiable information to individuals online. In addition, students are prohibited from engaging on online chat rooms, social media platforms, or other social networking websites are prohibited (unless expressly permitted by a teacher or administrator in connection with a school activity).

Section 7. Expectation of Privacy

Users shall have no expectation of privacy in the Chromebook or any email, instant message, documents, text message, or other electronic communication sent, received, or stored by the Chromebook. Users must not consider these communications to be private or confidential. All emails, instant messages, documents, text messages, and other information that is accessed, stored, created, received, or sent through the Chromebooks is the property of the District. Authorized District personnel may view files, communications, data, or any other electronic communication at any time for any reason.

The District reserves the right to monitor all uses of the Chromebooks, including but not limited to, electronic mail, facsimiles, voicemail, Internet activity, file/scan/copy/print activities, and all user/PC interactions. From time to time, the District may request the student to submit the Chromebook to the District for inspection and review. Students and parent/guardian(s) shall cooperate with the District in inspecting Chromebooks.

All correspondence transmitted on or from the Chromebook is subject to inspection and copying in accordance with the Ohio Public Records Act (R.C. 149.43).

Section 8. Strict Liability for Misuse by Any Person

The District expects ethical and responsible conduct from all students in the use of Chromebooks. Users shall be held strictly accountable for any unauthorized use. Therefore, students must make every effort to secure the Chromebooks for which they are responsible.

Section 9. Use by Other Students or Other Persons

Students shall not permit other students or other persons to use the Chromebook assigned to them, except for incidental personal use by parents (as defined above). Students shall be held strictly accountable for any unauthorized use.

Section 10. Damage and Malfunction of Chromebook

Students must notify the District of any damage or malfunction of the Chromebook. Students shall not attempt any repair of the Chromebook without prior permission of the District.

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Software, application, or other non-hardware issues shall likewise be reported to the District as soon as possible. Students shall not attempt to correct non-hardware issues without the guidance or prior permission of the District.

Any errors, malfunctions, or problems relating to the security of Chromebooks must be reported to the District immediately.

Section 11. Replacement and Repair of Chromebook

1. If a student loses his or her Chromebook, the Chromebook will be replaced only after the student or his or her parent/guardian(s) have paid a replacement fee, to be determined by the District.
2. If a Chromebook is damaged or destroyed due to the carelessness, neglect, or intentional action, and a repair is not possible or economically feasible, the Chromebook will be replaced only after the student or his or her parent/guardian(s) have paid the replacement fee.
3. If a Chromebook requires repair due to the carelessness, neglect, or intentional action, the Chromebook will be repaired and the student will be provided with a temporary replacement Chromebook only after the student or his or her parent/guardian(s) have paid the applicable repair and temporary replacement charge, to be determined by the District.
4. If a Chromebook otherwise requires repair, the student will be provided with a temporary replacement Chromebook at no charge while repairs are made.

Whether a Chromebook was damaged, destroyed, or requires repair due to carelessness, neglect, or intentional action shall be determined solely within the discretion of the District. The District's determination regarding the cause of damage, destruction, or need for repair shall not be subject to any appeal. The District reserves the right to resolve repair or replacement issues with each individual student on a case-by-case basis.

Section 12. Cleaning Chromebooks

Students and parent/guardian(s) shall not clean Chromebooks using any chemical, liquid, or spray. Chromebooks may only be cleaned by using dry, clean cloths.

Section 13. Bullying

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Bullying is prohibited, including bullying by use of electronic means (“cyberbullying”). Any use of the Chromebooks, District email, District internet, or other District technology resources for bullying or cyberbullying shall result in discipline.

Section 14. Board Policy

Use of the Chromebooks shall be subject to all other Board Policy, including any policy not specifically referenced in this Agreement. Any changes to Board Policy, including the Acceptable Use Policy, shall be incorporated into this Agreement. The Board reserves the right to change any policy.

Section 15. Purchase

At the conclusion of the school year, the student may purchase the Chromebook for the amount listed in the Schedule of Charges.

Section 16. Waiver of Liability

Students and parent/guardian(s) are advised of risks inherent in use of Chromebooks, District internet, and District email. Parent/guardian(s), on their own behalf and on behalf of their student, waive and release any claim for loss, damages, or costs of any kind that is directly or indirectly related to student or parent/guardian(s)’s use of Chromebooks, District internet, and District email. Students and parent/guardian(s) assume all risks and agree to indemnify and hold harmless the Dayton Public School District, the Board of Education and all individual Board members, administrators, teachers, and other school district employees and volunteers from any and all loss, claims, or damages resulting from student or parent/guardian(s)’s use of Chromebooks, District internet, and District email.

Section 17. Discipline

A violation of this Agreement, or any careless, neglectful, or intentional damage or destruction to the Chromebook may result in discipline up to and including expulsion. Violations of law while using Chromebooks, District internet, or District email may result in federal or state prosecution.

Section 18. Discretion of the District

The District, its administrators, and the teachers shall have the full discretion to interpret this Agreement and the Acceptable Use Policy and whether the student’s conduct is in compliance therewith. If an administrator or teacher disciplines a student for violating this Agreement or any District policy, or if the student is under investigation for potential inappropriate conduct or violation of this Agreement, the District reserves the right to take away the Chromebook for any period of time or permanently. Students who have Chromebooks removed shall be permitted to

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complete assignments on school district computers. Whether to remove a Chromebook from a student shall be solely within the discretion of the District.

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