



# Tulare Joint Union High School District Technology Agreement 2020-2021

## EQUIPMENT

This District-issued Device Agreement (“Agreement”) governs the loan of Chromebooks (“Computing Device”), accessories, and related equipment (collectively referred to herein as “District-issued Device”) to Tulare Joint Union High School District (“TJUHS”) students, in hopes of facilitating student access to TJUHS’s online educational network.

A District-issued Device, assigned to a particular student, shall remain the property of TJUHS. Therefore, there is no expectation of privacy when using a District-issued Device. TJUHS reserves the right to inspect any District-issued Device at any time during the school year without the prior authorization of a student or the student’s parent, or legal guardian. Administration and faculty reserve the right to monitor, modify, lock, erase, search, and/or confiscate the District-issued Device at any time. In accordance with Education Code section 48900, et.seq, TJUHS and school policy, misuse of the District-issued Device may result in disciplinary action up to and including expulsion. Student may not loan the District-issued Device to family or friends. Student’s use of the District-issued Device is subject to the TJUHS Responsible Use Policy (“RUP”), including student and parent’s specific consent to the search and seizure of the District-issued Device, by the TJUHS’s authorized representative, a System Administrator, or any Peace Officer at any time of the day or night and by any means as further described in the RUP.

Usage of a District-issued Device is a privilege and not a right. A District-issued Device is not an essential part of the TJUHS’s educational program.

## SUBSTITUTION OF EQUIPMENT

In the event that a District-issued Device becomes inoperable, TJUHS has a limited number of spare District-issued Devices for use while student’s District-issued Device is repaired or replaced. This Agreement remains in effect for the substitute District-issued Device.

## CUSTOMIZATION OF EQUIPMENT

Student is permitted to customize the digital environment of the assigned District-issued Device to his/her own working styles (e.g., school appropriate wallpaper, favorites, background). Student is not permitted to install software or apps on the assigned District-issued Device. Student may not customize the exterior physical appearance (e.g., stickers, graffiti, or carving) of the District-issued Device. Student is not permitted to repair, alter, modify, or replace a District-issued Device without express written authorization from TJUHS Assistant Superintendent of Technology or designee.

## STUDENT/PARENT FINANCIAL COMMITMENT

A District-issued Device is provided to student through State, TJUHS and Federal funds. Prior to checking out the District-issued Device, TJUHS asks that each student provide a \$25 lease fee (“Lease Fee”) each school year to assist in the maintenance of District-issued Device and TJUHS online educational network. Student may request a waiver of the Lease Fee by filling out an application with the TJUHS district office.

If parent is unwilling to accept financial responsibility for the device, TJUHS will take appropriate steps to ensure that student is provided access to educational material substantially similar to the material accessible through a District-issued Device.

The District-issued Device will be presented to the school’s appointed designee at the end of each academic year for updates and routine maintenance. If student leaves his/her school before the end of the year, he/she must return the District-issued Device to the school’s appointed designee as part of the checkout process to release financial liability.

## DAMAGE OR LOSS OF EQUIPMENT

Student is solely responsible for the care and security of the District-issued Device they receive. Student is responsible for the full cost of replacement for any District-issued Device that student fails to return to TJUHS or willfully damages. TJUHS reserves the right to withhold student’s grades, diploma, and/or transcript until such payment is received. Student is responsible for the following costs if the District-issued Device is damaged or not returned:

| District-issued Device | Replacement Cost (Grades 11-12) | Replacement Cost (Grade 9 &10) |
|------------------------|---------------------------------|--------------------------------|
| Screen                 | \$120                           | \$77                           |
| Keyboard               | \$40                            | \$30                           |
| Total Loss             | \$330                           | \$322                          |
| Theft                  | \$330                           | \$322                          |

In lieu of the payments listed above, TJUHS shall offer the option of parent/student volunteer work. The volunteer work, including the type of work, hours required, and location shall be determined solely by the Superintendent or designee. Optional insurance coverage may be available pursuant to TJUHS’S Device Insurance Policy.

District-issued Device must never be left in an unsecured location or any unsupervised area. Any District-issued Device left unattended and found on campus, should be turned into the main office. District-issued Device shall not be stored on campus overnight, unless required by the staff. If the District-issued Device is damaged or malfunctions, student must take the device to the school's appointed designee within 3 school days for evaluation. In the event that student is unable to bring the District-issued Device to the school's appointed designee, he/she must contact the site principal via telephone or via email within 3 school days outlining the nature of the damage or malfunction.

At the end of the school year, student is expected to return the District-issued Device in working condition. If the District-issued Device is lost or stolen, the student must report the incident to the main office and/or principal and the Technology Department within 3 school days. **In the case of theft, student must also file a police report.**

## **STANDARDS FOR DISTRICT-ISSUED DEVICE CARE**

### **Student Responsibilities:**

- Bring the District-issued Device, fully charged, to school every day.
- Keep any District-issued Device with you or within your sight at all times.
- Do not let anyone use the District-issued Device other than your parents or guardians.
- Adhere to TJUHSD's Responsible Use Policy (RUP) at all times when using the District-issued Device.
- Report any problems, damage or theft of the District-issued Device immediately to your teacher.
- While working on a District-issued Device on campus, students must stay connected to the TJUHSD wireless network only and shall not connect to other wireless networks.

### **General Care:**

- Do not do anything to the District-issued Device that may permanently alter them in any way.
- Do not remove any serial numbers or identification marks placed on the District-issued Device.
- Keep the District-issued Device clean (e.g., do not eat or drink while using the Computing Device).
- TJUHSD does not provide backup services for any District-issued Device. Students should not store important documents on District-issued Device. District technicians will not attempt to recover lost data on District-issued Device.

### **Carrying the District-issued Device:**

- It is recommended to use a padded backpack or a case to transport the District-issued Device.

### **Screen Care:**

- Clean the District-issued Device screen with a soft, dry anti-static cotton cloth or with a screen cleaner designed specifically for LCD type screens only.
  - Do not use cleaners that contain ammonia on the District-issued Device.
  - Do not spray cleaners onto the District-issued Device.
  - A soft cloth, slightly dampened with water may be used if required.

### **Personal Health and Safety**

- Avoid extended use of the Computing Device while resting directly on your lap. The bottom of the Computing Device can generate significant heat.
- Take frequent breaks when using the Computing Device for long periods of time. Look away from the Computing Device approximately every fifteen minutes.
- Do not provide personal information to anyone over the Internet. Practice internet safety at all times.
- Do not share passwords with anyone.
- Keep the District-issued Device in a secure location when it is not at school.

### **Restricted Use**

Gaming sites, video streaming sites and all social media will be blocked from 11:00 p.m. to 6:00 a.m., except Friday and Saturday evenings. Students placed on restrictive use will be allowed to use a Computing Device with only access to educationally relevant content. Gaming sites, video streaming sites and all social media will be blocked at all times.

If student violates one or more of the conditions below TJUHSD may, at the Superintendent or designee's sole discretion, place student on "Restricted Use" (minimum one month) until the Superintendent or designee determines student has satisfied the conditions for non-restrictive use as specified by the Superintendent or designee. Reasons for placing a student on Restrictive Use relative to District-issued Device include but are not limited the following:

- Excessive damage to one or more of the District-issued Devices.
- Excessive loss of one or more of the District-issued Devices.
- Non-acceptance of user agreements.
- Excessive interruptions in service due to repair of local modifications.

- Violation of law or any existing school rules, including but not limited to a violation of Education Code section 48900 *et. seq.*, violation of School Policies and/or Administrative Regulations and violation of the TJUHSD Responsible Use Agreement and/or Acceptable Use Policies.
- Inappropriate, defamatory, inaccurate, abusive, obscene, profane, or illegal material found on the Computing Device.
- Repeated failure to bring the District-issued Device to class daily.
- Repeated failure to bring the Computing Device to school fully charged.
- Lack of minimum attendance requirement (95%).
- Excessive class tardiness.
- Any attempt to harm or destroy data of another user, the network, any technology equipment, or any of the agencies or other computer network services that are connected to the Internet.
- Spamming: sending mass or inappropriate emails.
- Attempting to bypass TJUHSD web filter while using the Computing Device on campus.
- Use of the school's Internet/E-mail accounts for financial or commercial gain or for any illegal activity.
- Logging in to the system using another user's account or password.
- Invading the privacy of individuals, revealing personal information of others or themselves, such as home address, email, or phone number.
- Photographing, audio recording, or video recording on campus without the permission of student's teacher, and principal, for academic purposes or in support of a school program.
- Redistributing a copyrighted program or copyrighted material without the express written permission of the owner or authorized person or as provided by the fair use exception. This includes uploading and downloading of materials.
- Exchanging or sharing District-issued Device or accessories with another student.
- Any other behavior deemed inappropriate by TJUHSD faculty or administration.

### Lease Fee

**There is a Lease Fee of \$25 for the Chromebook ("District-issued Device"). For Freshmen and sophomores, the lease fee includes a zero deductible device insurance policy, but must be paid at the time of device pickup to take effect.** The Lease Fee is used by the District for maintenance of the District-issued Device and school network. The Lease Fee will be billed each year before the District-issued Device goes home with the student. Student/parent may request a waiver of the Lease Fee by filling out a waiver application at the District office.

### Optional Damage Insurance for the District-issued Device

***In addition to the Lease Fee, junior and senior students/parents have the option to purchase non-refundable damage insurance ("Damage Insurance") for the District-issued Device at the time or before the District-issued Device is provided to the student.*** The cost of the Damage Insurance is \$25. The Damage Insurance may be purchased at a later date only if the District-issued Device is first inspected by District staff.

The Damage Insurance covers: (1) accidental damage to the District-issued Device, and (2) theft of the District-issued Device, so long as the theft is reported to the school's main office within 72 hours of the theft and the student or his or her parents file a police report 72 hours of the theft according to the following replacement cost chart:

| District-issued Device Repair Required   | Replacement cost owed by the student/parent without Damage Insurance | Replacement cost owed by the student/parent with Damage Insurance (Grades 11-12) | Replacement cost owed by the student/parent with Damage Insurance (Grade 9-10) |
|--|--|--|--|
| District-issued Device Screen Repair   | \$120  | \$60   | \$0  |
| District-issued Device Keyboard Repair   | \$40   | \$20   | \$0  |
| Full replacement of the District-issued Device due to accidental damage  | \$330  | \$165  | \$0  |
| Full replacement of the District-issued Device due to theft (so long as the theft is reported to the main office within 72 hours of the theft and the student or his or her parents file a police report within 72 hours of the theft) | \$330  | \$330 w/o Police Report<br>\$165 w/ Police Report                                | \$322 w/o Police Report<br>\$161 w/Police Report                               |

*\*Costs are subject to change at the beginning of each school year without notice.*

The Damage Insurance does not cover, among other things, loss of the District-issued Device, intentional damage, cosmetic damage that does not impede or hinder the normal operational function of the District-issued Device, corrosion, rust, or normal wear and tear.

If a District-issued Device is lost, intentionally damaged, or stolen and the student/parent does not file a police report within 72 hours of the theft, the student/parent is responsible for paying the full price of the District-issued Device to the District. The student will not receive a replacement District-issued Device until the appropriate replacement cost is provided. If a student is provided with a second District-issued Device, and that District-issued Device is subsequently lost, stolen or intentionally damaged, no further District-issued Devices will be issued for the remainder of the school year.

### **Accessories**

Chargers, cables, cases are not eligible to be covered by the Damage Insurance. These items will be replaced at the actual cost of replacement. The estimated cost of replacement for the Chromebook Power Cord is \$30.00, but the cost is subject to change at any time.

### **Duties in the Event of Theft or Damage**

If the District-issued Device is damaged, the student must take the District-issued Device to the school's main office within 72 business hours for evaluation. In the event that the student is unable to bring the District-issued Device to the school's main office, he/she must contact the site principal via telephone or via email within 72 business hours outlining the nature of the damage, and then bring the District-issued Device into the office as soon as practicable. District staff shall be solely responsible for evaluating the District-issued Device to determine whether the damage is eligible for coverage under this Damage Insurance policy.

If the District-issued Device is lost or stolen, the student must report the incident to the school's main office and/or principal within 72 business hours. **In the case of theft, student must also file a police report.**