



East Irondequoit Central School District

Device User Agreement Policy and Protection Plan 2021-2022

To the Parent/Guardian of:

1. **Distribution.** The East Irondequoit Central School District (the “District”) will loan a portable computing device to each student at the beginning of the school year (iPad or laptop).
2. **Ownership and Possession.** All devices loaned by the *District* are the property of the *District*.
3. **Term of Agreement.** Devices will be distributed to students during the specified device swap dates listed on the parent letter, and will be collected from students at the end of the school year in June. Students will be able to use the devices throughout the entire school year. Students who withdraw, are suspended, or leave the program or the *District* must return their school device and any school accessories on or before the date that they leave. In the event a student does not return the device at the conclusion of a school year or earlier departure, the student account will be charged the full replacement value of the device (unless enrolled in the Device Protection Plan (the “Plan”) as detailed in Section 6).
4. **Use of device.** Educational content and resources will be delivered through the devices. Each day, students are expected to bring their device to school in working order and fully charged. Students, with support from parents, are expected to manage their device in a way that minimizes the likelihood of damage, loss, and theft. The *District* will provide apps that are essential for schoolwork. Students are not allowed to load their own apps or software programs. Students will be responsible for keeping their apps and data updated along with appropriately managing available storage space on the device for curricular content. It is the responsibility of the student to back up any personal content from the device before the date the device will be collected.

All use of the device must be consistent with *District* policies and the student Code of Conduct. While the devices are being utilized in the home, or in other locations off *District* property and not at a *District* function, parents and/or guardians are responsible for proper supervision of the student’s use of the device. However, the School District reserves the right to filter content and notify parents/guardians and take appropriate action in the event the content violates the District’s Code of Conduct or District Policies. The *District* directs parents/guardians to the following resources and articles regarding student cyber usage: <https://www.eastiron.org/domain/1094>. Users of the device are prohibited from downloading new apps or software which receive student data or teacher or principal data, as those terms are defined in Section 2-d of the Education Law, unless the Data Protection Officer provides advanced written permission to download an app or software program.

5. **Cost of Use.** The *District* will purchase the device and all required apps. Families have the option of purchasing the *Plan* to offset unanticipated costs due to damage or theft of the device (*see section 6*).
6. **Device Protection Plan.** Parents may opt to purchase the *Plan* from the *District* to cover actual repair and/or replacement costs in the event a device is damaged, destroyed, or stolen. The *Plan* will defray the fees for damages or replacement to the student as outlined herein for the duration of the Term of this Agreement. The cost of the *Plan* is a \$25 nonrefundable fee (up to a family maximum plan payment of \$50). The *Plan* will cover costs for repair and/or replacement of a device due to accidental damage or theft after the payment of the appropriate initial fee. If the device is accidentally damaged, the student or parent must pay an initial (\$25 for 1st occurrence; \$50 for 2nd occurrence; \$75 for 3rd occurrence), and the *District* will pay any further repair/replacement cost. If the device is stolen, the student or parent must pay a \$40 initial fee and the *District* will pay the remainder of the replacement cost. If the cost of repair is less than the initial fee outlined herein, the actual charge will be charged to the student as the initial fee. Police reports must be filed by the student or parent for stolen devices. The *Plan* does not cover damage or loss due to dishonest, fraudulent, intentional, negligent, or criminal acts. This *Plan* will be null and void if the *District* determines a device has been removed from its protective case by someone other than the IT department. The *Plan* will cover up to 3 claims after which the

(over)

device must stay at school. **If students/parents do not enroll in the Plan, they are fully responsible for any repair and/or replacement costs in the same way they would be responsible for any other damaged or lost school property, such as textbooks.**

Complete and return with payment ... **or you can do this all on-line at:** <https://eicsd.revtrak.net>

I **accept** the terms of the Device User Agreement Policy and **opt** to enroll in the Device Protection Plan. I have enclosed the \$25.00 plan fee. I understand that this is a non-refundable fee that provides protection until the end of the current school year, but **with a maximum of 3 claims** (after which the device must stay at school).

Cash Check # _____ (Please make checks payable to East Irondequoit Central School District.)

I accept the terms of the Device User Agreement Policy but I **decline** to enroll in the Device Protection Plan, and understand that I am fully responsible for any repair and/or replacement costs in the same way I am responsible for other damaged or lost school property, such as textbooks.

Parent/Guardian signature: _____ Date: _____

Parent/Guardian name (printed): _____

Student name (printed): _____

Please return this entire page, with any payments, to the school main office. You can also do this all on-line at: <https://eicsd.revtrak.net> **A document with this same information has been enclosed for your records.**

Device Protection Plan summary

Program fee/Coverage

- Non-refundable plan fee ... \$25 (family max plan fee \$50)
- Damage fee \$25 (1st occurrence)
- Damage fee \$50 (2nd occurrence)
- Damage fee \$75 (3rd occurrence)
- Stolen fee \$40 (each occurrence)
- Liability limit \$600

Coverage: Repair or replacement of school issued device and/or case unless due to neglect or abuse. Students in Grades K, 3, 6, and 9 will be provided with device chargers which must be returned to the *District* when they advance to another school or graduate.

Refunds: Absolutely no refunds after enrollment in the plan and delivery of the device.

Do you have a wireless internet connection at home?

Yes No

Exclusions

Dishonest, fraudulent, intentional, negligent (not locked/stored in an insecure manner or location) or criminal acts: Will not pay if damage or loss occurs in conjunction with a dishonest, fraudulent, intentional, negligent or criminal act, **or if the device was removed from its protective case when damaged.** The student/parents will be responsible for the full amount of repair/replacement.

Consumables: Charging cable(s), AC adapter and software (see Program fee/Coverage)

Cosmetic damage that does not affect the functionality of the device. This includes but is not limited to scratches and dents.

"Jailbreaking" or otherwise voiding the manufacturer's warranty by altering the software.

The East Irondequoit Central School District is not liable for any loss, damage (including incidental, consequential or punitive damages) for expense caused directly or indirectly by the equipment.

Coverage

Accidental damage: Pays for accidental damage caused by liquid, spills, drops or other unintentional events (**requires written explanation from parent**).

Theft: Pays for loss due to theft (claim **requires a police report** be filed with a copy provided to the district)

Fire: Pays for damage of the device due to fire (claim **requires an official fire report** from the investigating authority)

Electrical surge or Natural disasters: pays for damage to the device due to either (**requires written explanation from parent**).

Damaged chargers or charging cables will not be replaced unless District applied sticker is still affixed. Maximum of 3 Protection Plan claims per student per year after which device stays at school.