

Buncombe County Schools
Student Device User Agreement

Equipment. Upon execution and return of this Student Device User Agreement ("Agreement"), the XYZ Elementary School (XYZES) will assign one (1) Lenovo ThinkPad Yoga 11e device and related hardware and software (collectively "Equipment") to the student listed herein. XYZES provides the Equipment so that the student has access to similar technology that can be managed by XYZES. The Equipment is issued to the student and s/he is the only authorized user of that Equipment. Although the student and the student's Parent/Guardian accept responsibility for the care and use of the Equipment, the Equipment remains the sole property of Buncombe County Board of Education ("Board"). The student has no expectation of privacy while using the Equipment and XYZES may ask the Equipment to be returned at any time. In the event of the student's withdrawal or dismissal from XYZES for any reason, the student must immediately return the Equipment to XYZES in good condition.

Insurance. There is no up-front fee associated with the issuance to the student of the Equipment. To offset a portion of the costs associated with insuring and repairing the Equipment against accidental damage, third-party vandalism and theft, and to insure that the Equipment is properly maintained, there will be a twenty-five dollar (\$25) deductible charged per incident for repair. **At the discretion of the XYZES administration, the deductible may be waived based on financial hardship. If the Equipment is stolen, a police report will be required before the equipment is replaced.** There is no incident limit; however, multiple incidents may result in usage restrictions as deemed appropriate by XYZES administration.

Vandalism/Loss. Lost Equipment or Equipment that is intentionally vandalized by the student for which it is assigned, as determined by XYZES administration, is not covered by insurance. Therefore, the student's Parent/Guardian shall be required, and expressly agrees herein, to cover the full replacement cost below:

Lost or First-Party Vandalism Replacement	\$411.95
Lost or Damaged Power Supply	\$48.15
Accidental Damage (Deductible)	\$25

Maintenance and Repair. The Board owns the Equipment and shall manage all hardware repairs and system software updates. The student will be responsible for maintaining the Equipment in good operating condition and in the event of damage to the Equipment beyond reasonable wear and tear, the student must notify school personnel immediately, or if the damage occurs off campus, immediately upon returning to campus. **The student and/or the student's Parent/Guardian shall not attempt to repair damaged Equipment. Such attempts shall be considered vandalism.**

Software Installation. Buncombe County Schools ("BCS") Technology Services shall install initial corporate volume license applications onto the Equipment or make volume license applications available for download and self-install via the Microsoft System "Software Center" application. Students will not have administrative rights to install software outside of applications allowed by BCS Mobile Device Management (System Center/Intune/AirWatch) and Remote Content Filtering (Zscaler). Parent/Guardian should closely monitor their student's online accounts and device access as more and more applications are browser based.

The Parent/Guardian hereby indemnifies, releases and agrees to hold harmless the Board and its members, officers, employees and agents from any liable and damages associated for any applications, videos, pictures, music or any other programs or information purchased or stored by the student on the Equipment and/or if the Equipment is hacked, lost, vandalized, stolen and/or if hard drive storage capacity is exceeded.

Care and Operation. The Equipment is intended to be used only by the student to whom it is issued and may only be used and operated in a careful and proper manner and in accordance with the BCS Policies. The student shall comply with all laws, ordinances and Board policies relating to the possession, use or maintenance of the Equipment.

Student Responsibilities:

- Bring a charged device to school each day prepared to learn.
- Keep the device with you and/or in a secure location at all times.
- Do not apply stickers to, alter the appearance of, or otherwise modify the device.
- Only clean the screen with a soft anti-static cloth.
- Adhere to BCS policies: *Technology Use - 3225/4312/7320 and Internet Safety - 3226/4205*
- Always transport the device inside a backpack or sleeve.

Restricted Use. While CIPA (Child Internet Protection Act) compliant filtering of the Internet is provided twenty-four (24) hours per day via BCS Remote Content Filtering (Zscaler), XYZES urges all parents and/or guardians to monitor activities as well as the condition of the Equipment frequently, including restricting access to appropriate hours and limiting opportunities for unsupervised access. No Technology Protection Measure (content filtering) is one hundred percent effective and parents and/or guardians assume risk inherent in any use of the Internet.

Using the Equipment for any illegal, obscene, offensive, defamatory, libelous, tortious, objectionable purposes in violation of BCS *Policies* or neglecting *Student Responsibilities* could cause a student's access to be restricted to campus use only and could result in disciplinary action. XYZES has the right to monitor and/or inspect the Equipment at any time during the time period that the student has the Equipment and the student has no expectation of privacy when using the Equipment. XYZES has the right to collect and store devices over the summer, extended breaks, or anytime as needed for upgrades, maintenance, repair or for any reason, including discipline, as necessary.

The Parent/Guardian has read this Agreement and understands the contents herein and signified such by signing below. When the Agreement is returned, the student can be issued the Equipment.

_____ I verify that I have read and agree to this Agreement.
(Initial)

Sign this form and return it to the [Insert School Name] Office.

Parent/Guardian Printed Name: _____

_____ Date: _____

Parent/Guardian (**Signature**)

Student's Printed Name: _____

Student's Signature: _____

-----OFFICE USE ONLY-----

Computer and Equipment Issued

FAIS: _____

Issued: _____

Returned: _____

FAIS: _____

Issued: _____

Returned: _____

FAIS: _____

Issued: _____

Returned: _____

FAIS: _____

Issued: _____

Returned: _____