

Instruction

Administrative Procedure – 1:1 Student Agreement

Access and Support: This Agreement is entered into between the Board of Education of Edwardsville Community Unit School District #7 (hereafter “the Board”), the student, and the Parent(s)/Guardian(s) of the Student.

1. **Introduction.** For the upcoming school year, Edwardsville Community Unit School District #7 (hereafter “the District”,) will provide the above-named student a 1:1 Learning Device, which the student is to use as a positive learning tool in coordination with the District’s curriculum. Although this Agreement authorizes the student’s use of the device for the year, the device is the property of the District and must be returned upon the District’s request and on the last day of attendance for the school year.
2. **Prerequisites to Receive Device.** To receive a 1:1 Learning Device to use, the student and their parent/guardian must sign and submit to the District this 1:1 Device Student Use Agreement and the Authorization for Access to the District’s Electronic Networks form (6:235-AP1, E1) outlined in Board Policy 6:235.
3. **Applicable Policies.** In using the 1:1 Learning Device , the student is subject to and must comply with Board Policies 7:180 *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:190 *Student Behavior*, and 6:235 *Access to Electronic Networks* and their associated administrative procedures or regulations. A violation of any of these policies could result in loss of network privileges, loss of right to use the device, or appropriate discipline, up to and including suspension or expulsion.

Expectations

1. **Students may not:**
 - a. Disrupt the educational process of the school district through non-educational use of the device;
 - b. Endanger the health or safety of themselves or anyone else through the use of the device;
 - c. Invade the rights and privacy of others at school through the use of the device;
 - d. Engage in illegal or prohibited conduct of any kind through the use of the device; or
 - e. Violate the conditions and rules as outlined in Board Policy 6:235 and Administrative Procedure 6:235-AP1 *Acceptable Use of the District’s Electronic Networks*.
2. **Maintenance of device.** Students must keep the device in good and working condition. In addition to following the manufacturer’s maintenance requirements, students should:
 - a. Use only a clean, soft cloth to clean the device’s screen. No cleansers of any type should be used;
 - b. Insert and remove cords and cables carefully to prevent damage to connectors;
 - c. Not write or draw on the device or apply any stickers or labels that are not the property of the District;
 - d. Handle the device carefully and ensure others do the same;

- e. Not leave the device in places of extreme temperature, humidity, or limited ventilation (e.g., in a car) for an extended period of time;
 - f. Secure the device when it is out of their sight. The device should not be left in an unlocked locker, a desk, or other location where someone else might take it;
 - g. Use a protective carrying case with the device, if one was provided.
3. **Daily Use of device.** Unless otherwise instructed, the device is intended for use at school every day. If students are permitted to use the device at home, they are responsible for bringing it to school every day, fully charged.
 4. **Inappropriate Locations.** Devices should never be used in restrooms or locker rooms.
 5. **No Unauthorized Software or Data.** Only legally licensed software, apps, media, or other data is permitted on the 1:1 device. Students will not replace the manufacturer's operating system with custom software (i.e., "jailbreak" the device), or remove or modify the District-installed device configuration.
 6. **No Right to Privacy.** The devices are District property; therefore, the District may examine the devices and search their contents at any time for any reason. Neither students nor parents/guardians have any right to privacy of any data saved on the device or in a cloud-based account to which the device connects. The school administration may involve law enforcement if the device is thought to have been used for an illegal purpose.

Additional Terms

1. **Damage to or Loss of Device.** Parent(s)/guardian(s) are responsible for their child's use of the device, including any damage to or loss of the device. In the event that a student's device is lost or damaged, the District may assess the parent(s)/guardian(s) a charge to cover the replacement or repair. The cost of the repair will be the actual cost up to the maximum indicated below:

Accident/Repair	Cost
1 st	No Charge
2 nd	\$75.00
3 rd	\$150.00
4 th	Actual Cost

The decision to assess a charge, as well as the amount of any charge, is at the sole discretion of the District, but will not be greater than the full replacement value of the device (\$469 middle school/\$754 high school).

2. **Hardware or Functionality Problems.** If a problem arises with the functionality of a student's device, the student must notify their classroom and/or homebase teacher of the problem within 24 hours or on the next school day. Under no circumstances may the student or their parent(s)/guardian(s) attempt to fix or allow anyone but District staff to attempt to fix suspected hardware faults or the device's operating system. Do not take the device to any repair shop; the student should report the issue to their classroom/homebase teacher, who will report it to the District's technology department.
3. **Failure to Return the Device.** If a student fails to return the device and any assigned accessories as directed, the District may, in addition to seeking reimbursement from the student's parent(s)/guardian(s), file a theft report with local law enforcement authorities.
4. **Device Data as Records.** Data saved to the device is not maintained by the District as public records or as student records. In the event this data needs to be maintained by the District for any reason, the District will take affirmative steps to preserve it.
5. **Waiver of Device-Related Claims.** By signing below, you acknowledge that you have read, understand, and agree to follow all responsibilities outlined in this Agreement and agree to be bound by this Agreement. You also agree that the device was delivered in good working order and acknowledge that it must be returned to the District in good working order. By signing this Agreement, you waive any and all claims you (and your heirs, successors, and assigns) may have against District #7, its Board of Education, and its individual Board members, employees, and agents relating to, connected with, or arising from the use of the device or from this Agreement.
6. **Indemnification for Device-Related Claims.** To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless District #7, its Board of Education, and its individual Board members, employees, and agents, from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the device or from this Agreement.

7. Per state law (105 ILCS 75/15), effective August 25, 2015, the District may not request or require a student to provide a password or other related account information in order to gain access to the student's account or profile on a social networking website. The District may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to make a factual determination.