



# East Irondequoit Central School District

## Device User Agreement Policy and Protection Plan

### 2021-2022

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 at the start of school in September, 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. 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. The *District* directs parents/guardians to the following resources and articles regarding student cyber usage: <http://www.eastiron.org/ipad>.

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 1<sup>st</sup> occurrence; \$50 for 2<sup>nd</sup> occurrence; \$75 for 3<sup>rd</sup> 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 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.**

# 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.

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.

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

## **Effective coverage/Expiration dates**

**Effective date:** Later of receipt of signed agreement and payment of nonrefundable fee or receipt of device

**Expiration date:** Earlier of last day of school year, return of device, no longer enrolled in school, or no longer qualified for device program.

## **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 putative 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).

## **Definitions and explanations of Device Protection Plan**

**Coverage:** This explains what is covered by the Device Protection Plan.

**Coverage selection:** This section must be completed and signed by the parent or guardian. If you choose to enroll in the Device Protection Plan, a \$25.00 nonrefundable fee must be returned with this form.

**Damage fee:** If the damage to a device is determined to be covered by the Device Protection Plan, then an additional fee (the “damage fee”) must be paid before the Device Protection Plan begins paying for repair or replacement.

**Effective date:** Coverage begins either when this form is signed and returned and the nonrefundable fee is paid or when the device is delivered, whichever date is later.

**Exclusions:** These are conditions under which the Device Protection Plan will not provide coverage.

**Expiration date:** This coverage ends on the earliest of the following dates: last day of school year, return of device, no longer enrolled in school. Please be sure to return the device before the expiration date to ensure that coverage is always in effect.

**Jailbreaking:** Jailbreaking is a term used to describe a process by which normal manufacturer controls on the functionality of the device are bypassed. Jailbreaking voids the manufacturer’s warranty and can result in damage to the device. Jailbreaking of devices is not permitted.

**Non-refundable fee:** This is the \$25.00 fee that you must pay in order to participate in the Device Protection Plan. It must be paid before the plan applies to any of the items listed in the “Coverage” section.

**Refunds:** Once you have paid the nonrefundable fee and the device has been delivered, the fee may not be refunded.

**Stolen fee:** If the device has been stolen, a fee of \$40.00 (the “stolen fee”) must be paid before the Device Protection Plan will pay for replacement.