

**KEARNY SCHOOL DISTRICT  
TECHNOLOGY DEVICE USER AGREEMENT**

As a condition of the Kearny Public School District (“District”) providing a Technology Device  
to

\_\_\_\_\_ (“Student Name”) \_\_\_\_\_ (“ID#”),

the Parent/Guardian (“Parent”) and Student acknowledge and agree that the Technology Device  
is owned by the District and its use is subject to the following terms and conditions:

1. The Technology Device shall be used in accordance with the Kearny Board of Education (“Board”) Policy 7523 (“School District Provided Technology Device s to Pupils”) and Policy 2361 (“Acceptable Use of Computer Networks, Computers and Resources”) and any other rules, regulations, and policies including but not limited to those addressing student discipline.
2. The Technology Device may only be used by Student and may only be used for District authorized activity. Student shall have the Technology Device in his/her possession during the school day as required. The Technology Device may only be used for school-related tasks while at school or away from school.
3. The Parent and Student agree to return the Technology Device to the District at any time during the school year (including spring and winter break, end of school year, etc.), as required by District administration. The Parent and Student agree to return the Technology Device in the same condition that it was given to Student, excluding normal wear and tear. The Parent and Student agree that should they fail to return Technology Device, they will pay the Board the original purchase price of the Technology Device.
4. The Parent and Student agree to protect the Technology Device from damage, theft, or loss while in their possession and while being transported. Student shall perform routine cleaning and care of the Technology Device in accordance with District cleaning and care guidelines.
5. District may require or offer as an option depending upon the type of device provided to Student, an insurance policy to be purchased by Parent or Student that would cover certain losses or damage to the device during the time of Student’s possession. Parent or Student shall be required to pay any deductibles required by the policy in event of loss.
6. If the District does not offer an insurance policy or Parent or Student does not elect to purchase an insurance policy, Parent and Student agree that they will be responsible for all repair/replacement charges associated with damages (including, but not limited to, defacing, dropping, and removing serial numbers) to the Technology Device caused by the actions of the Parent or Student. If damaged

beyond reasonable use, Parent or Student must reimburse the District the cost of the Technology Device. The charges shall be determined by the professional designated by the District to repair and/or replace the Technology Device.

7. The Parent and Student agree that the Technology Device will not be defaced or altered including, but not limited to appearance (affixing stickers or markings) or removing or altering serial numbers which may void warranty.
8. In the event of any hardware or software problems in the operation of the device, Student shall report same to the school Media Center within two (2) school days of the commencement of the problem.
9. In the event of any damage to the Technology Device or loss of the Technology Device, Student shall report same to the school Media Center within two (2) days of the commencement of damage or loss. If Parent or Student believes the Technology Device was stolen, Parent or Student shall immediately file a police report and complete the District's Technology Device Loss Form. Within one (1) school day of filing the police report, Parent or Student shall submit the Form to the building principal or designee along with a copy of the police report.
10. The Parent and Student agree that the District has the exclusive right to determine whether Student has not exercised proper care and precaution in the use of the Technology Device and that the Parent and Student will be assessed the cost of repairs and/or replacement.

### **PROPER CARE AND USE GUIDELINES**

1. The Parent and Student shall be responsible for daily care and maintenance of Technology Device.
2. All precautions shall be taken when using, transporting, and storing the Technology Device.
3. The Technology Device shall not be placed or stored in extreme temperatures (hot or cold).
4. The Technology Device shall not be placed or stored in wet or humid areas.
5. The Technology Device shall be brought to school each day charged and ready for use in class.

## PROHIBITED USES OF THE TECHNOLOGY DEVICE

1. Leaving the *Technology Device* unattended on the campus.
2. Exchanging *Technology Device* with another student.
3. Allowing other students to retain or remove the *Technology Device* from their presence.
4. Copying certain Internet materials or reproducing or transmitting materials without the permission of the author or other right-holder.
5. Plagiarizing academic materials. It is the student's responsibility to respect and adhere to all copyright, trademark and other intellectual rights and trade secrets laws.
6. Using the *Technology Device* for any action that violates existing school rules or public law.
7. Creating, accessing or distributing offensive, profane, bullying/threatening, pornographic, obscene, rumors/gossip, or sexually explicit content.
8. Use of chat rooms or messaging services not authorized by the teacher for academic use.
9. Accessing sites selling term papers, book reports, and other forms of student work.
10. Spamming: sending mass or inappropriate emails.
11. Gaining access to other students' accounts, files, and/or data.
12. Use of the school's internet/E-mail accounts for financial or commercial gain or for any illegal activity.
13. Bypassing the Kearny School District web filter through a web proxy.
14. Sharing passwords, addresses, or other personal information on the Internet without the authorization of Parent or school representative.
15. Using or possessing hacking software.

## LIABILITY

Parent and the District acknowledge that while contradictory to District Policy and this Agreement, the Technology Device may be improperly used by Student or another individual for inappropriate purposes. Parent hereby agrees to hold District, as well as its respective employees, personnel, staff, volunteers, agents, directors, affiliates and representatives, harmless and release same from any and all liability, losses, damages, claims, actions and causes of action resulting from the improper use of the Technology Device. The District shall not be held responsible for the improper use of the Technology Device in the home or otherwise outside of the school day by Student or any other individual. Parent understands that it is his/her responsibility to ensure that the Technology Device is used only for appropriate purposes outside of the school day and all liability for improper usage outside of the school day shall fall on Parent.

Student (Print Name): \_\_\_\_\_ ID#: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Dated Signed: \_\_\_\_\_

I grant permission for my child to access networked computer services and school computer hardware through the Technology Device. I take responsibility for guidance of Internet use by my child. I agree to comply with Board Policies 7523/2361 and any other Board/District rules, regulations, and policies.

Parent/Guardian (Print Name): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Dated Signed: \_\_\_\_\_