

Laptop User Agreement and Protection Plan

The Gates Chili Central School District is providing a protection plan for students and their families as part of our technology integration. Students will be provided with the protection plan at no cost. If the User Agreement is not completed, the family will be responsible for carrying full liability in the same way they do for other damaged or lost school property.

1. **Distribution:** The Gates Chili Central School District will distribute a laptop to each student, who does not currently have one issued, at the beginning of the school year.
2. **Ownership:** All laptops and accessories provided by the district are the property of the Gates Chili Central School District
3. **Term of Agreement:** Laptops will be distributed to students at a time to be determined by the district. Laptops and any school accessories shall be returned to the district (a) upon the district's request; (b) upon the student's graduation; (c) if the student is suspended, transfers, or withdraws; (d) or at the time of laptop replacement, whichever date comes first. Students will be able to use the laptop throughout the entire school year and summer.
4. **Use of Laptop:** Educational content and resources will be delivered through the laptop and students will often be called upon to collaborate, communicate, and create. For this to occur, students are expected to bring their laptop to school in working order and fully charged each day. Students, with support from families, are expected to manage and operate their laptops in a way that minimizes the likelihood of damage, loss, theft, and reinforces Internet safety. Monitoring student use is a partnership between families and the district. Each laptop is monitored with software when school is in session. The district is not responsible during break periods. The software provides the district with real-time alerts and automated reporting for inappropriate use of the district's computer system. Remote access may be required to troubleshoot a laptop issue. This will only be conducted via the IT Request process with IT staff. The usage of the laptop must be consistent with district policies and the Code of Conduct and Character. It is the responsibility of the student to back up any personal content from the laptop before the date the laptop will be collected.
5. **Cost of Use:** The district will purchase the laptop, charger, a protective case (if applicable), and all required applications associate with it. Families will be provided the laptop protection plan to offset unanticipated costs due to damage or theft of the laptop (*see section 6*).
6. **Protection of Laptop:** Families are strongly encouraged to complete the Laptop User Agreement and Protection Plan to cover repair and/or replacement costs in the event a laptop is damaged, destroyed, or stolen. The laptop protection plan will insure the laptop for the Term of this Agreement.

The cost of the laptop protection plan will be covered by the district during the school year. The plan will cover costs for repair and/or replacement of a laptop due to accidental damage or theft after the payment of the appropriate deductible.

If the laptop is accidentally damaged, the student or family must pay a deductible of \$40 and the district will pay any further repair or replacement cost. If the laptop is stolen or lost, the student or family must pay a \$75 deductible and the district will pay the remainder of the replacement cost. Police reports must be filed by the student or family for stolen laptops.

The laptop protection plan does not cover damage or loss due to dishonest, fraudulent, intentional, negligent, or criminal acts. This laptop protection plan will be null and void if we determine that a laptop has been removed from its protective case by someone other than the IT department. The plan will cover up to three (3) claims, after which the laptop must stay at school.

If students/families do not complete the Laptop User Agreement and Protection 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. Estimated cost to repair or replace damaged items WITHOUT the protection plan: Laptop \$600, Screen \$250, Charger or Case \$40.

7. **Choice of Venue:** This User Agreement shall be governed by the laws of the State of New York. The students and their families agree that any action, suit, or proceeding arising out of, or relating to this User Agreement shall be adjudicated exclusively in the State of New York, Monroe County, and the students and their families expressly consent and submit to exclusive jurisdiction of such courts in any such action, suit, or proceeding.

Protection Plan: I accept the terms of the laptop User Agreement. I wish to enroll in the laptop Protection Plan.

No Protection Plan: I accept the terms of the laptop User Agreement, but I decline to enroll in the laptop Protection Plan. I 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.

*Estimated cost to **repair or replace** damaged items **WITHOUT** protection plan: Laptop \$600, Screen \$250, Charger or Case \$40*

Parent/Guardian signature: _____ Date: _____

Parent/Guardian name (printed): _____

Student name (printed): _____

| |
|---|
| Do you have a wireless internet connection at home? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|

Laptop Protection Plan Summary (Estimate)

Current Costs Posted On GC Website:

Protection Plan No cost
Damage Deductible \$40 (each occurrence)
Theft/Lost Deductible ... \$75 (each occurrence)
Accessory Deductible ... \$10
Liability Limit \$600

Effective Coverage/Expiration Dates:

Effective Date: Coverage begins on September 1 or when the Laptop User Agreement and Protection Plan is received.
Expiration Date: Coverage ends on the earliest of the following dates: Return of device, no longer enrolled in school, or no longer eligible to use the device.

Program Deductibles and Limits:

- Theft Deductible: If the device is stolen in a manner that is covered, a fee of \$75 must be paid before the protection plan pays for replacement. In addition, the claim must be accompanied by a valid police report.
- Accessory Deductible: If accessories (charging cord, AC adaptor, or laptop case) are damaged or lost in a manner that is covered, a fee of \$10 must be paid before the protection plan pays for replacement.
- Liability Limited: \$600 is the maximum annual value of this coverage. In most instances, this will cover the cost of repairing or replacing the device after the damage deductible or theft deductible is paid. The plan will not cover any amount above \$600 annually.
- These deductible fees are nonrefundable.

Coverage includes:

- Accidental damage caused by liquid, spills, drops, or other unintentional events.
- Loss of device due to theft (claim must be accompanied by a valid police report).
- Damage caused by fire (claim must be accompanied by official fire report from investigating authority).
- Loss or damage caused by weather, flood, or other natural disasters.
- District issued device, charging cables, AC adapters, and laptop case.

Exclusions:

- Coverage is limited to the device and accessories as provided by the district. Any alteration of the device or accessories (including removing/replacing any provided case) voids this protection plan. In these instances, claim resolutions and accompanying fees will be decided at the discretion of the district, up to but not exceeding the full cost of repair or replacement.
- Damage caused by dishonest, fraudulent, intentional, and negligent (not locked/stored in a secure manner or location) or criminal acts. Students and families will be responsible for the full amount of repair or replacement for damage or loss that falls in this category.
- 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. Jailbreaking is a term used to describe a process by which normal manufacturer controls on the functionality of the device are bypassed. Altering any district settings is not permitted.
- The Gates Chili Central School District is not liable for any loss, damage (including incidental, consequential, or punitive damages), or expense caused directly or indirectly by the equipment.