

**Wellesley Public Schools**  
**Wellesley High School BYOL Program**  
***Laptop Purchase and User Agreement***

AGREEMENT by and between the Wellesley Public Schools, acting by and through its Superintendent of Schools (“WPS”) and the parent/guardian of a Student (the “Student”) scheduled to enroll at the Wellesley High School School (“Wellesley High School School”).

The Parent enters into this Agreement on behalf of him/herself and as parent/guardian of the Student on behalf of the Student.

The WPS has initiated a Program (“Program”) to provide Wellesley High School students with the opportunity to purchase a laptop. This agreement relates to the personal property described in the Registration Form, together with any replacement parts, additions, repairs and accessories now or later in or affixed to such personal property. Such personal property is collectively referred to in this Agreement as the “laptop.”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parents and WPS agree as follows:

1. **Participation Option.** The Parent and WPS agree that the Parent has chosen to participate in the Program by one of the following: Option (1) outright purchase of a laptop (“Purchase Device”) or Option (2) Bring your own Device (“BYOD”), or Option (3) Use a device in school only (“School Use Only”) and have a compatible device at home for platform independent homework assignments, and that the Parent has made his/her selection on the High School BYOL Registration, which is being signed at the same time as this Agreement.
2. **Grant of Sale (Purchase Device).** The Parent and WPS hereby agree that the WPS hereby sells to the Parent and the Parent hereby purchases from WPS, the laptop described in the High School BYOL Registration. The Parent agrees to pay all fees and taxes outlined in the High School BYOL Registration, at which time title to the device shall pass from WPS to the Parent.
3. **Grant of Use (School Use Option).** The Parent and WPS hereby agree that, if the participation option selected in Paragraph 1 is School Use Option, the student has access to a compatible device at home for platform independent assignments. Students will be using cloud based tools for storage of work. If students require the laptop for homework, teachers can sign a release for the student to take home the laptop to complete the assignment. Students are expected to bring the release to the tech center. Upon completion of the assignment, students are expected to return the laptop to the tech center in good working condition and the laptop remains the property of WPS.
4. **Term of Agreement.** This Agreement shall begin on the date the Agreement is signed by the Parent and shall continue while the student attends Wellesley High School, subject to the terms and conditions set forth in this Agreement. WPS anticipates that delivery of the laptop shall occur during the first two weeks of September. WPS, at its sole option, has the right to advance the termination date of the Agreement to the date that the student leaves the Wellesley Public Schools.
5. **Acceptance of Terms.** By executing this Agreement, the Parent and WPS hereby agree to the terms and conditions set forth in this Agreement and to those terms and conditions contained in the High School BYOL Registration. The terms and conditions contained in the High School BYOL Registration

are incorporated into this Agreement by reference. The Parent understands, acknowledges and agrees that by signing this Agreement, the Parent agrees to participate in the WPS Program. The Parent and student also agree to abide by the terms of the laptop Acceptable Use Agreement, which is incorporated herein by reference.

6. **Use of laptop.** The Parent and student also agree to abide by the terms of the laptop Acceptable Use Agreement, which is incorporated herein by reference, and acknowledges that the failure to comply with directions, agreements and covenants regarding laptop use shall constitute a breach of the obligations of the Parent and Student under this Agreement and shall constitute a default pursuant to Paragraph 8, hereinafter.
7. **Payments (Purchase Device).** The Parent agrees to make all payments set forth in the High School BYOL Registration, including sales tax, on or before the identified due dates. The Parent agrees that all fees paid to WPS are non-refundable. If the Parent fails to make any payment in or within 60 days of its due date, the Parent understands and agrees to return the laptop to the WPS, such laptop to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. The Parent will have 30 days to bring his/her payments current. If the account of the Parent is not made current within that 30-day period, WPS may, at its sole discretion, engage the services of a collection agent to recover the unpaid fees, plus interest and collection costs. If the account of the Parent is not made current within 90 days after the payment due date, WPS, at its option, will have the right to terminate this Agreement, under the terms of Paragraph 8.
8. **Termination of Agreement.** Time is of the essence of this Agreement and the Parent shall be in default in the event of a) the failure to make full payment of any fee and tax when due, or b) the failure of the Parent to perform any of his/her/their obligations, agreements or affirmations under this Agreement, or c) the bankruptcy or insolvency of the Parent. Upon any default by the Parent and continuing for as long as such default continues to exist, WPS shall have the right to terminate this Agreement and to require that the Parent return the laptop to the WPS, such laptop to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. Upon such termination, the Parent will forfeit all fees paid to date, if applicable. The Parent additionally understands and agrees that WPS may charge a late fee equivalent to the cost of the purchase price or remaining user fee payments which would have been due under this Agreement had the Agreement not been terminated, if the Parent and/or Student fails to return the laptop on or before the return date required in this paragraph.
9. **Notices Under this Agreement.** The Parent understands and agrees that it is his/her responsibility to give written notice to the address below if there is an address change for either the Parent or the Student and/or the Student Withdraws (or is dismissed) for any reason from WPS. All notices to the parties shall be mailed or delivered to:

Director of Technology  
Wellesley Public Schools  
Attn: BYOL for Wellesley High School  
40 Kingsbury Street  
Wellesley, MA 02481  
781-446-6200

10. **Warranty and Indemnification Provisions.** The Parent agrees to accept the laptop “as is” and acknowledges that the sole warranty for the laptop is the applicable product warranty. WPS makes no representations or warranties, express or implied whatsoever, including without limitation, as to

the laptop's merchantability, fitness for a particular purpose, suitability, design, condition, durability, operation, quality of materials or workmanship, non-infringement, or compliance with specifications or applicable law, or that the operation or use of the laptop will be uninterrupted, secure or free from errors, defects, viruses, malfunctions.

In no event, shall WPS be liable to the Student, the Parent or their respective personal representatives, assigns or heirs for any incidental, special, or consequential damage of whatever nature arising out of any claim, whether in contract, tort or otherwise, alleging WPS' failure to perform its obligations under this Agreement or its breach of duty, common law or otherwise owed to the Parent. The Parent agrees that WPS shall not be liable to the Student and/or the Parent for any representation, claim, expense or loss directly or indirectly caused by any person, including WPS and their employees, agents, servants, staff, officials, committee members and contractors, or in any way related to the laptop.

11. **Maintenance, Repair, Theft and Insurance.** The Wellesley Public Schools is responsible for repairing and maintaining all devices owned by the Wellesley Public Schools. Parents are responsible for repairing and maintaining devices owned by them.

The Parent acknowledges that, in the case of loss or damage to any device covered by this Agreement, the Parent is responsible for notifying the 1:1 Coordinator within 48 hours of the event. In the case of theft (or suspected theft), the Parent is responsible for reporting the incident to the local police having jurisdiction within 48 hours and for submitting a copy of the police report to the Technology Director within 72 hours. All notices required by this Paragraph and copies of the police report should be directed to:

Technology Director  
Wellesley Public Schools  
Attn: BYOL Wellesley High School  
40 Kingsbury Street  
Wellesley, MA 02481  
781-446-6200  
dooleyk@wellesleyps.org

The WPS will provide a temporary-use loaner laptop to any student whose device is undergoing maintenance, repair or replacement, resulting from theft, loss, malfunction or damage. The loaner laptop will be configured for the District's network. The Parent agrees and understands that there is a limited pool of loaner laptops, and that the loaner devices will be disbursed on a first come first served basis and may not be available at all times. Further, the Parent understands and agrees to keep the loaner device in good working condition while in the Student's possession, and to reimburse WPS for the cost of replacing the device if lost, stolen or damaged beyond repair, or for repairing the device if damaged beyond reasonable wear and tear or as a result of intentional or negligent acts, while in the student's possession.

12. **Excusable Delays.** Dates and times by which WPS is required to render performance under this Agreement shall be postponed automatically to the extent that WPS is prevented from meeting them by any causes beyond its reasonable control. Non-performance of any of the obligations of WPS under this Agreement due to delays beyond its reasonable control shall not be considered a breach of this Agreement.

**13. Miscellaneous Provisions.** The Student and the Parent shall not assign their rights under this Agreement without the written consent of WPS, which consent may be withheld or delayed in the sole and exclusive discretion of WPS. If any provision of this Agreement is invalid under any applicable statute or rule of law, to that extent, it is deemed omitted and the remainder of this Agreement shall remain valid and enforceable according to its terms so long as the omission of such invalid term does not frustrate the purpose of the Agreement. This Agreement, with the High School BYOL Registration and the laptop Acceptable Use Agreement, shall together constitute the entire agreement of the parties. No waiver or modification of any of the terms or conditions hereof shall be effective unless in writing and signed by all parties. This Agreement shall be binding on and inure to the benefit of WPS, the Parent and the Student and their respective successors and assigns “laptop” as used in this Agreement refers to the laptop and any other peripherals, software, or attachments furnished by Wellesley Public Schools with the laptop or thereafter.

**Wellesley Public Schools**  
**Wellesley High School BYOL Program**  
***Laptop Acceptable Use Agreement***

The Student and the Parent agree to comply with the following limitations imposed by Wellesley Public Schools (WPS) on the use of the laptop:

1. Use the laptop as a tool for learning.
  - a. The Student is responsible for having a fully-charged laptop to use each day in school.
  - b. Teachers will determine when and if laptops will be used in class.
  - c. Laptops will be used in school for academic use only.
  - d. The laptop is intended to be used by the Student at home and at school.
  - e. Parents are responsible for supervising the Student’s Internet use when at home. Parents are responsible for maintaining the home network and Internet service, where applicable.
  - f. Students may be selected at random to submit their laptop for inspection. All laptops are scanned remotely on a regular basis to ensure that security has not been tampered with. The data collected is for diagnostic, usage, and locational purposes.
  
2. Abide by the WPS Acceptable Use Policy and additional items listed below.
  - a. The Student must abide by the WPS Acceptable Use Policy, regarding the use of the computer and wireless network.
  - b. The Student may access only appropriate documents and media
  - c. The Student may not use the device to harass, bully, cyberbully, or threaten others in any way.
  - d. The Student must use appropriate language in all communications.
  - e. The Student must not attempt to gain access to unauthorized accounts or files.
  - f. The Student must not attempt to bypass the District’s web filtering. The District’s content filter will provide filtering in school. The Student must abide by copyright laws. The Student must not plagiarize works, or illegally download files, music, movies or other commercial files. The Student agrees to hold WPS harmless from any such violation.
  - g. The Student must keep all personal information private, including passwords, user ID’s, home address and phone numbers.
  - h. The Student must not photograph or make audio or video recordings without the consent of all those being recorded.
  - i. The Student shall use due care to ensure that the laptop is not used for any illegal activity.

- j. The School District makes no guarantee that their network will be up and running 100% of the time. In the rare case that the network is down, the District will not be responsible for lost or missing data.
3. Know what you can and cannot install.
  - a. Profiles installed by WPS staff should not be removed unless the Parent or Student is instructed to do so by WPS staff.
  - b. Issues requiring service or repair may require that the laptop be re-imaged to restore its original configuration.
4. Take good care of equipment and files.
  - a. Laptops are issued and registered to specific students. The Student is responsible for his/her assigned laptop at all times.
  - b. Students are responsible for backing up their data. The District and its employees will not be held responsible for loss of data.
  - c. The Student shall not leave the laptop unattended.
  - d. The laptop shall not be marked in any way with markers, stickers, etc., other than those applied by WPS.
  - e. The Student shall not insert foreign objects (paperclips, pens, etc.) into the ports (openings) of the laptop.
  - f. The Student shall not eat or drink near the laptop and agree not to place food or drink around the laptop.
  - g. The Parent or the Student shall not leave the laptop in extreme heat or cold, e.g., in a car, in these conditions.
  - h. The Student shall leave the laptop in a protective case.
  - i. The Parent and the Student shall not damage, degrade the performance, or abuse their laptop, or anyone else's laptop, in any way.
  - j. The Parent and the Student shall not loan the laptop to someone else.
  - k. The Parent and the Student shall not allow any laptop owned by the WPS to be removed from the Continental United States.
  - l. The Parent and Student agree to maintain any laptop owned by the WPS in good condition, reasonable wear and tear excepted. This means that the laptop and charger must be fully operational with no cracks, dents or breakage of the case.
5. Responsibility for the laptop.
  - a. The Parent and Student are jointly responsible for the care and security of any laptop, which is assigned to the Student and is owned or leased by the WPS.
  - b. Devices which are owned or leased by the WPS may not be loaned, assigned, sublet, sold, pledged or otherwise disposed of to any person or business entity, except as may be provided for under the Laptop Purchase and User Agreement.
  - c. WPS is responsible for repairing and maintaining all devices owned or leased by the Wellesley Public Schools, Parents are responsible for repairing and maintaining devices owned by them (except as provided for above), for submitting applicable insurance claims and for paying the cost of any needed repairs or device replacement, which is not covered by either warranty or insurance.
  - d. WPS will provide a loaner device to any student who chooses not to acquire a device from WPS or bring a device from home, and to any student whose device was lost, stolen or is undergoing maintenance or repair. Loaner devices are the property of WPS and must be returned to the Wellesley Public Schools at the conclusion of the loan period in the same condition as when initially borrowed, reasonable wear and tear accepted. Parents and Students understand that

there is a limited pool of loaner laptops, and that the loaner devices will be disbursed on a first come first served basis and may not be available at all times. If a loaner device is lost, stolen or damaged beyond repair while in the Student's possession, or if the device is damaged intentionally or negligently, the Parent agrees to reimburse the WPS for the cost of replacing or repairing the device, including associated peripherals.

- e. Parents must report loss or damage to any WPS-owned or leased device to the 1:1 Coordinator within 48 hours of the event. In the case of theft (or suspected theft), the Parent is responsible for reporting the incident to the local police having jurisdiction within 48 hours and for submitting a copy of the police report to the Director of Technology within 72 hours. All notices required by this Paragraph and copies of the police report should be directed to:

Director of Technology  
Wellesley Public Schools  
Attn: laptops for Wellesley High School  
40 Kingsbury Street  
Wellesley, MA 02481  
781-446-6200  
dooleyk@wellesleyps.org

- f. WPS is not responsible for any injuries, damages, penalties or losses, including legal costs and expenses, caused by the transportation, installation, use or any other matter related to the equipment.
- g. In no event, shall WPS be liable to the Student, the Parent or their respective personal representatives, assigns or heirs for any incidental, special, or consequential damage of whatever nature arising out of any claim, whether in contract, tort or otherwise, alleging WPS' failure to perform its obligations under this Agreement or its breach of duty, common law or otherwise owed to the Parent and/or the Student. The Parent agrees that WPS shall not be liable to the Student and/or the Parent for any representation, claim, expense or loss directly or indirectly caused by any person, including WPS and their employees, agents, servants, staff, officials, committee members and contractors, or in any way related to the laptop.