

Wellesley Public Schools
Wellesley High School BYOL Program Agreement

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

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

Wellesley High School provides a 1:1 Learning Program (“Program”) for students. 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/Guardian and WPS agree that the Parent/Guardian has chosen to participate in the Program by one of the following options:
 1. **(“BYOL”)** Bring your own Laptop.
 2. **(“In-School Use”)** Use a school-owned laptop in school only and have a compatible device at home for platform independent homework assignments.
 3. **(“Financial Assistance”)** Use a school-owned laptop for the duration of the school year. *This is only available to students who qualify for Financial Assistance through the Free and Reduced lunch program or the Wellesley Financial assistance program.*
2. **Grant of Use (In-School Use Option).** The Parent/Guardian and WPS hereby agree that, if the participation option selected in Paragraph 1 is (2) In-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 the student requires the In-School Use laptop for homework, the student must obtain a release form signed by the teacher before taking the In-School Use laptop home to complete the assignment. Students are expected to bring the release form 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.
3. **Grant of Use (Financial Assistance Option).** The Parent/Guardian and WPS hereby agree that, if the participation option selected in Paragraph 1 is (3) Financial Assistance Option, and the student qualifies, the student is eligible to take home a school-owned device for the duration of the school year. Upon completion of the school year, students

are expected to return the laptop to the technology department in good working condition and the laptop remains the property of WPS. Further, the Parent/Guardian understands and agrees to keep the school-owned 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.

4. **Term of Agreement.** This Agreement shall begin on the date the Agreement is signed by the Parent/Guardian and shall continue while the student attends Wellesley High School, subject to the terms and conditions set forth in this Agreement. 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/Guardian 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/Guardian understands, acknowledges and agrees that by signing this Agreement, the Parent/Guardian agrees to participate in the WPS BYOL Program. The Parent/Guardian and student also agree to abide by the terms of the laptop Acceptable Use Agreement, which is incorporated herein by reference.
6. **Use of School-Owned Laptop.** The Parent/Guardian and student also agree to abide by the terms of the laptop Acceptable Use Agreement, which is incorporated herein by reference, regarding laptop use. WPS shall have the right to terminate this Agreement upon failure to comply and to require that the Parent/Guardian Parent return the laptop to the WPS, such laptop to be in the same condition as when the Parent/Guardian Parent and the Student took possession of the same, reasonable wear and tear only, excepted.
7. **Notices Under this Agreement for school owned laptops.** The Parent/Guardian 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/Guardian 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
1to1coordinator@wellesleyps.org

8. **Warranty and Indemnification Provisions.** The Parent/Guardian agrees that in no event, shall WPS be liable to the Student, the Parent/Guardian 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/Guardian agrees that WPS shall not be liable to the Student and/or the Parent/Guardian 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.

9. **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/Guardian acknowledges that, in the case of loss or damage to any device covered by this Agreement, the Parent/Guardian is responsible for notifying the 1:1 Coordinator within 48 hours of the event. In the case of theft (or suspected theft), the Parent/Guardian 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/Guardian 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/Guardian 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.

10. **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.

11. Miscellaneous Provisions. The Student and the Parent/Guardian 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/Guardian 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/Guardian 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 class 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. School-owned laptops will be checked by the Technology Department periodically during the school year to ensure proper functionality. Any 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 on School-Owned laptops.

- a. Configurations installed by WPS staff should not be removed unless the Parent/Guardian 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. Users are responsible for securing their data.
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. Stickers or labels applied by WPS shall not be tampered with.
 - 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/Guardian or the Student shall not leave the laptop in extreme heat or cold, e.g., in a car, in these conditions.
 - h. Students should store the laptop in a protective case.
 - i. The Parent/Guardian and the Student shall not damage, degrade the performance, or abuse their laptop, or anyone else's laptop, in any way.
 - j. The Parent/Guardian and the Student shall not loan the laptop to someone else.
 - k. The Parent/Guardian and the Student shall not allow any laptop owned by the WPS to be removed from the Continental United States.
 - l. The Parent/Guardian 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.
5. Responsibility for the laptop.
- a. The Parent/Guardian and Student are jointly responsible for the care and security of any laptop, which is assigned to the Student and is owned WPS.
 - b. Devices which are owned 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 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/Guardian 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/Guardian 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/Guardian 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/Guardian and/or the Student. The Parent/Guardian agrees that WPS shall not be liable to the Student and/or the Parent/Guardian 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.