



Equipment Loan Agreement

This Technology Equipment Loan Agreement ("Agreement") is made this _____ day of August 2020 ("Effective Date"), by and between the Berryessa Union School District ("District") and the individual identified in Section I, below ("Recipient" or "Student"). If the Student(s) is/are under 18 years of age, for purposes of this Agreement, the terms "Recipient" and "Student" shall mean and refer to the Student(s) and his/her/their parent or legal guardian as identified in Section I, which parent or legal guardian shall, in addition to the Student(s), be bound by the terms of this Agreement.

I. RECIPIENT(S)

Name of Student: _____

Student #: _____

Name of Parent/Guardian: _____

II. EQUIPMENT LOANED

Items Received by Recipient ("Equipment"):

Chromebook Asset/s #: _____

Power Adapter

Hot Spot Asset/s

#: _____

III. TERMS AND CONDITIONS

Only users of District Equipment who submit a signature acknowledging receipt and agreement to the terms outlined in this Agreement and the District's Acceptable Use Agreement (see District Board Policy No. 6163.4) are authorized to use the Equipment. Recipient understands and agrees as follows:

A. Acceptable Use. Loaned Equipment is for the exclusive use of the Student identified in Section I, above, and is loaned by the District as an aid to classroom learning to be used for educational purposes only. Recipient shall not allow others to borrow or use the Equipment and is responsible for its safe, proper, and responsible

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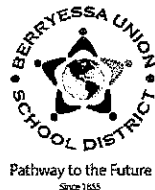
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use at all times, including Internet sites visited and content loaded. Recipient agrees to comply with the District's Student Acceptable Use Agreement and all other District agreements, Board Policies, and Administrative Regulations pertaining to the Student's use of technology, and to use the Equipment in a responsible, ethical and legal manner. Loaned Equipment should never be left unattended in any public place, including at any District school. Recipients shall exercise reasonable care in the use of the item and preserve it in a careful and proper manner.

Title to the Equipment shall remain with District and nothing herein shall be construed as vesting in the Recipient any right of property. The recipient uses the Equipment under shared ownership for the length of the loan.

B. Prohibited Use. The recipient is prohibited from using the Equipment for improper purposes, including, but not limited to, use of the Equipment to:

1. Process, transmit, download, or publish any material in violation of any local, state, or federal law.
2. Access, post, display, or otherwise use a material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
3. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
4. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or another person with the intent to threaten, intimidate, harass, or ridicule that person.
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
6. Intentionally disrupt or harm District technology or other District operations (such as destroying the Equipment, placing a virus on the Equipment, or adding or removing a computer program without permission from a teacher or other District personnel).



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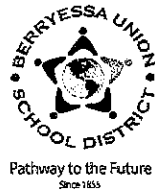
7. Add/install any software or applications on the Equipment.
8. "Hack" into the system to manipulate data of the District or other users.
9. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or District practice.
10. Loan, assign, transfer, sell or otherwise dispose of the Equipment.

C. Passwords. Equipment should be password protected at all times, and students shall not share their passwords or other information used for identification or authorization purposes.

D. Privacy. Internet devices are configured to send all traffic through a proxy server to enable the District's content filtering solution. The recipient may not circumvent or disable content filtering. All data transmission on District Internet is viewable by the District and will be flagged as necessary. The District provides "best-effort" web content filtering. Student's web traffic is monitored and will be held accountable for misuse of the Equipment.

The District retains the right to inspect the Equipment and the data and applications on the Equipment at any time. The District may review, monitor, and/or record any files, emails, or other communications, Internet usage, and/or any other information contained on District-loaned Equipment at any time, and Recipient should have no expectation of privacy in using said Equipment. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of the Equipment (such as web searches or emails) cannot be erased or deleted.

E. Consequences for Violation. If the Student identified under Section I, above, violate(s) this Agreement and/or any other School District agreement, Board Policy, Administrative Regulation, and/or state or federal law through his/her/their use of the District-loaned Equipment, such Student(s) may be subject to discipline, pursuant to



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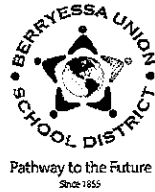
the School District's disciplinary policies and procedures, and may also have additional restrictions placed on the use of District-loaned Equipment as the result of any violations.

F. Backup Services. The District does not provide backup services for any Equipment. The recipient should store important documents where the backup is provided, such as USB or District-provided Google Drive. District technicians will not attempt to recover lost data on loaned Equipment, and the District is not responsible for lost data.

G. Reporting. Malfunctioning, damaged, lost, or stolen Equipment must be immediately reported to a District teacher or administrator. If the Recipient becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of the Equipment, he/she shall immediately report such information to the District.

H. Term and Renewal. This Agreement shall commence on the Effective Date and shall terminate in the fate that is fourteen (14) calendar days after the District's schools, which are currently closed, return to session. If the District's schools do not return to the session before the end of the 2020-2021 school year, then this Agreement shall terminate on the date that is fourteen (14) calendar days after the scheduled end of the 2020-2021 school year. If the day in which this Agreement terminates falls on a weekend or holiday, the termination date shall be extended to the next occurring non-holiday weekday. Upon expiration or termination of this Agreement, the Student shall return the Equipment to the [recipient home school site]. The District may annually renew this Agreement as long as the Student identified in Section I, above, attend(s) school within the District. District may choose not to renew this Agreement if Recipient has not complied with the terms of this Agreement. The district reserves the right to request that the Equipment be returned to the District for state testing in the spring.

I. Maintenance. All service and maintenance of the Equipment will be provided by the District. The District agrees to use its best efforts to service and maintain the Equipment, to make necessary repairs, and to replace Equipment that cannot be repaired. Recipient understands and acknowledges, however, that the Equipment, or any replacement Equipment, may not be immediately available. **No maintenance service shall be provided or performed while the Equipment**



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is outside of District facilities. Equipment and its settings are not to be changed or altered.

J. Damages. The Recipient shall be responsible for damage determined by the District to have been caused by abnormal wear and tear of the Equipment caused by the Recipient through overt action and/or negligence. Charges will be made to the Recipient for repair and restoration of the Equipment at the prevailing rates for such damage not to exceed the lesser of \$325.00 or the current cost of a new Chromebook. See below for specific charges.

Charges for damaged Chromebooks (prices as of 3/1/2020):
Broken screen - \$44.00; Charger - \$39.00; Missing keys - \$20.00 per key
Damaged mouse pad - \$20.00

K. Disclaimer. The District cannot be held accountable for the information that is retrieved through the Equipment. The District will not be responsible for any damages Recipient may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the Equipment, District Systems, System Administrators, or Recipient's own errors or omissions. The District makes no warranties, express or implied, with respect to any component of the Equipment, including related services provided by the District or District personnel. The District further makes no warranties with respect to the functionality or usage of any non-District Internet and specifically assumes no responsibility regarding any of the following:

- The content of any advice or information received by the Recipient from a source outside the District or any costs or charges incurred as a result of accessing or accepting such advice;
- Any costs, liability, or damages caused by the Recipient's use of the Equipment or the Internet; or
- Any harm to Recipient resulting from the use of the Equipment that is caused by sources outside of the District.



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STUDENT:

By signing below, I agree to abide by the terms and conditions of this Agreement and to be responsible for the Equipment identified in Section II of this Agreement. I agree to care for the Equipment appropriately. I further agree that the Equipment is received in good condition except as noted at the bottom of this page of this form.

Pursuant to Education Code section 48904, in the event that the Equipment is willfully damaged beyond normal wear and tear, lost, stolen, or otherwise not returned upon demand by the District, I understand that my parent/guardian or, if I am 18 years of age or older, that I will be financially responsible and will be required to pay the Berryessa Union School District for the full cost of the damages and/or replacement, or if I and/or my parent/guardian is unable to pay for the damages, I will be required to perform voluntary work in lieu of payment of monetary damages.

If I fail to return the Equipment or pay for damages, I understand that the District may withhold my grades, diploma, and/or transcripts. The assessed value and/or damage shall be determined by Berryessa Union School District based on actual repair or replacement cost. I further agree to return this Equipment in accordance with the Agreement, but at a time that is no later than my graduation, withdrawal from the District, or at any time upon request of the District.

I hereby release the District and its personnel from any and all claims and damages arising from my use of District Equipment or from the failure of any technology protection measures employed by the District.

Student Name: _____
(Please Print)

Student Signature: _____



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PARENTS:

By signing below, I agree to the loan of this Equipment to the Student(s) named above, on the terms and conditions set forth in this Agreement. I agree to ensure that my Student(s) care(s) for the equipment appropriately. I further agree that the Equipment is received in good condition except as noted at the bottom of this page of this form. Pursuant to Education Code section 48904, in the event that the Equipment is willfully damaged beyond normal wear and tear, lost, stolen, or otherwise not returned upon the demand of the District, I agree that I am financially responsible and will pay the Berryessa Union School District for the full cost of the damages and/or replacement.

Failure to return the Equipment or pay for the cost of damages may result in the School District withholding grades, a diploma, or transcripts from my student. If I am unable to pay for the damages or to return the Equipment, my Student(s) will be required to perform voluntary work in lieu of the payment of monetary damages, as provided for in Section 48904. The assessed value and/or damage shall be determined by Berryessa Union School District based on actual repair or replacement cost.

I understand that if the Equipment is stolen from a location other than school property, that I am obligated to file a police report and furnish a copy to the District. I further agree to return this Equipment in accordance with the Agreement, but at a time that is no later than upon the Student(s)' graduation, withdrawal from the District, or at any time upon request of the District.

I hereby release the District and its personnel from any and all claims and damages arising from my use of District Equipment or from the failure of any technology protection measures employed by the District.

Parent/Guardian Name: _____
(Please print)

Parent/Guardian Signature: _____

Notes on condition of equipment: