

DELAWARE VALLEY SCHOOL DISTRICT

REVISED: 03/12/2020

141-AR-0 TECHNOLOGY EQUIPMENT LOAN AGREEMENT

This Technology Loan Agreement (“Agreement”) is between the “User” (parent/guardian) of the Delaware Valley (DV) student and the Delaware Valley School District or “DVSD” (“Owner”), and is subject to the terms and conditions below. For the purposes of this agreement, equipment references laptop computer, iPad or Chromebook. Printers are referenced solely for the use of DV Cyber Academy.

TERMS AND CONDITIONS

- A. TITLE.** The Delaware Valley School District (“Owner”) holds the rights to possess and transfer custody of the equipment and its installed software during the Term of this Agreement to the parent/guardian of the DV student.
- B. CUSTODY.** The identified User is a licensee with rights to utilize the DVSD’s equipment and printer (if applicable) during the term of this Agreement, contingent upon all other terms and conditions stated herein.
- C. TERM.** The term of this Agreement shall be contingent upon the reason for the loan agreement. If a student is entering DV Cyber Academy (DVCA), then the term will begin with the student’s date of **enrollment** into the DVCA and shall expire upon the end of the current school year or upon the student’s withdrawal/transfer from the DVCA. Should the Delaware Valley School District enter into a state of emergency and deem it necessary to provide a student with technology equipment for at-home use, then the term of this agreement will begin on the date the equipment is provided to the user and will terminate when the state of emergency has ended.
- D. GUIDELINES FOR PROPER CARE.**
1. Do not eat or drink while using the equipment;
 2. Do not leave the equipment exposed to direct sunlight;
 3. Do not drop the equipment or allow it to fall;
 4. Unplug the equipment during electrical storms;
 5. Give care appropriate for any electrical device;
 6. Do not attempt to repair a damaged or malfunctioning equipment;
 7. Do not attempt to upgrade the equipment or software;
 8. Do not leave the equipment unattended;
 9. Do not leave the equipment in any unlocked home or car;
- E. SANCTIONS FOR VIOLATIONS.** Violators of the Conditions of Use will be subject to discipline in accordance with district policy and procedures. Accordingly, to the extent permitted by DVSD Policy and law, the DVSD reserves the right to determine, assess,

and levy fees upon the User for damaged, lost, or stolen technology equipment, printers, and/or related hardware equipment.

- F. CONFORMANCE WITH DISTRICT POLICIES.** The User must comply with all provisions of the DVSD School Board Policies and specifically the Acceptable Use of Communications and Information Systems (Acceptable Internet Use) Policy 815.
- G. PRIVACY.** The User has no right of privacy as to any information or file maintained in or on the DVSD's property or transmitted or stored on the DVSD's laptop/Chromebook/iPad computer or school network.
- H. MODIFICATIONS AND UPGRADES.** The equipment cannot be modified or upgraded, including the installation of any software by the User without the express consent of the DVSD Technology Department or Connections Learning.
- I. MAINTENANCE AND REPAIR.** The User shall keep the equipment and all software in good working order and condition. If repairs are necessary, the laptop and software shall be repaired by the DVSD Technology Department.
- J. STOLEN, MISSING or DAMAGED LAPTOP.** Any equipment, or software that is discovered to be stolen, missing or damaged must be reported IMMEDIATELY. If criminal activity is suspected, such as theft, then the report must be made to the nearest law enforcement agency. A copy of a police report must be delivered to the DVSD Technology Department within 24 hours. The User should submit a report of the relevant events, as well as, any relevant document to the DVSD Technology Department. If the User is found to have been negligent for the theft, loss, or damage of equipment by the DVSD Technology Department, a fee will be levied against the User for the repair or replacement cost of the equipment. The cost of repair shall not exceed \$200 and the cost of replacement shall not exceed \$1000.
- K. TERMINATION.** The DVSD may terminate this Agreement without notice.
- L. ASSIGNMENT.** The User may not assign, sublease, or otherwise transfer any rights or obligations under this Agreement.
- M. ENTIRE AGREEMENT.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties, and that this Agreement supersedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.
- N. RETURN POLICY.** Upon expiration of the term of this Agreement, the User shall return the equipment, printer and all related equipment to the DVSD Technology Department for "check in" of all equipment.

Delaware Valley High School

School

Homeroom Teacher

EQUIPMENT LOANED:

Product

Serial # - To be scanned by school

Laptop _____

ChromeBook _____

IPad _____

I have reviewed the Technology Equipment Loan Agreement stated terms and agree to comply with the terms.

(Please Print Information Below)

Parent Name

Student Name

Signature

Phone Number

Date

DVSD Personnel Signature

Received Technology Loan Agreement _____