

**KENTON CITY SCHOOL DISTRICT
ADMINISTRATIVE GUIDELINES
DISTRICT LAPTOPS ISSUED TO STUDENTS**

If Kenton City Schools (“KCS”) issues a student a laptop computer (“the Laptop”), the student and the student’s parent/guardian must certify that they have read, understand, and accept the terms and conditions in these Guidelines, which will govern the student’s possession and use of the Laptop. The student and the student’s parent/guardian also must certify that they will comply with these terms at all times while the Laptop is in their possession or under their control.

Participation in a laptop program typically is voluntary. If the student or student’s parent/guardian do not wish to be issued a Laptop or do not agree to the terms and conditions of use, the student will receive educational services that do not require use of a Laptop and will not be penalized in any way for the decision not to participate.

General Terms & Conditions

- The Laptop will be made available to the student on the terms and conditions described in these Guidelines only for purposes of educational services provided by KCS.
- The Laptop is and will remain at all times KCS property, and KCS may recall the Laptop, or place additional terms, conditions or restrictions on the student’s use or possession of the Laptop, at any time and for any reason, with or without prior notice. If instructed to do so for any reason by any KCS teacher or administrator, the student or the student’s parent/ guardian will immediately surrender the Laptop to that teacher or administrator.
- The student’s possession and use of the Laptop will comply at all times, both on and off campus, with all applicable state and federal laws and regulations.
- The student’s possession and use of the Laptop will be governed at all times, both on and off campus, by these Guidelines and all applicable policies and procedures of KCS, including but not limited to acceptable use policies and the student code of conduct. All Board policies are available online and at each school, and it is the responsibility of the student and the student’s parent/guardian to inform themselves as to any Board policies that might apply to the student’s use or possession of the Laptop and to comply with those policies at all times.
- Under no circumstances will the student use the Laptop or permit the Laptop to be used in furtherance of any crime; fraud; threat; defamation; plagiarism; copyright, patent, or trademark infringement; illegal downloading; theft of intellectual property; gambling; accessing, viewing, or transmission of pornographic or violent images or content; illegal or unauthorized accessing or use of data; bullying or harassment (including cyber-bullying); malicious Internet activities (including “hacking” of other

computers or websites); advertising or commercial activities; abusive or insulting communications; or any unlawful activities of any kind.

- Under no circumstances will the student use the Laptop, or permit the Laptop to be used, to access any networks, websites, or online resources that have not been approved by KCS.
- Under no circumstances will the Laptop be used for instant messaging (“IM”) or visiting chat rooms or non-school social networking websites such as Facebook, Twitter, or MySpace unless access has been specifically approved by KCS.
- Outside school, students will use laptops to access the Internet only in public or open spaces, such as a library or a kitchen table at home. Students will not use laptops in private areas, such as bedrooms, and parents or guardians will supervise and monitor students’ Internet use whenever possible.
- The student and student’s parent/guardian are solely responsible for ensuring that the student’s use of the Laptop to access the Internet while off campus will be safe and responsible and in compliance with all applicable laws, policies, rules, and regulations. The student and student’s parent/guardian will covenant not to sue and hold KCS and its employees harmless for any harm that may come to the student or any other person as a result of the student’s off-campus Internet activities.
- Should the student inadvertently gain access through the Laptop to any confidential information about other students or staff members at KCS, including but not limited to course work or grade information, the student will immediately report the incident to the school principal or the KCS Director of Technology and will not share the information with any other person.
- If authorized by KCS and the student’s parent/guardian, the student may transport the Laptop to and from home, public libraries, and meetings of school study groups. The student may not transport the Laptop to any other locations without the express written permission of the principal.
- The student will not share the Laptop with any other person unless expressly authorized to do so by a KCS teacher or administrator. The student will not loan the Laptop to any other person, including another KCS student, without prior written authorization from the principal.
- Any violation of the terms or conditions set forth or referenced in these Guidelines may result in my possession or use of the Laptop being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of KCS.
- The student’s possession and use of the Laptop is a privilege, not a right. The student and the student’s parent/guardian have no right or entitlement to possession or use of the Laptop and nothing gives them any ownership or contractual rights of any kind whatsoever to the Laptop.

Issuance & Return of Laptop

- As a condition of being issued the Laptop, students and parents/guardians may be required to attend a mandatory orientation meeting.
- The student's license to use the Laptop terminates on the last day of the school year, unless terminated earlier by KCS. Laptops will be collected on or before the last day of the school year.
- Given the time required for technology staff to inspect, maintain, and upgrade the laptops over the summer, penalties may be assessed for the late return of laptops at the end of the school year.
- If the Laptop is not returned within 60 days of the last day of the school year, the student and the student's parent/guardian may be assessed the full replacement cost for the Laptop, and KCS may institute legal actions against the student and/or the student's parent/guardian.
- Late charges may also be assessed if the Laptop is not returned immediately after being recalled by KCS before the end of the school year. Although laptops are to be returned immediately upon demand by KCS, a grace period of one week may be allowed under these circumstances. If the Laptop is not returned within 60 days after the end of the grace period, the student and the student's parent/guardian may be assessed the full replacement cost for the Laptop, and KCS may institute legal actions against the student and/or the student's parent/guardian.

Care, Maintenance & Inspections

- Under no circumstances will the student install or permit to be installed on the Laptop any hardware, software, drivers, or other programs or devices without the advance written approval of the principal. Under no circumstances will the student delete, uninstall, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on the Laptop by KCS.
- The Laptop may be inspected at any time by KCS officials, with or without prior notice, either in person or remotely via the internet or network connections, for purposes of maintenance and/or to monitor the student's use of the Laptop (including any email communications and internet activities) to determine whether the student is complying with the terms and conditions set forth or described in these Guidelines. The student and parent/guardian have **no reasonable expectation of privacy** to any data or information of any kind contained on the Laptop, which shall at all times remain KCS property and which is intended to be used only for school purposes. If any such inspection reveals evidence that the student has violated the code of student conduct or any criminal law, such evidence may be used in support of a disciplinary action against the student and/or shared with law enforcement.

- The student and the student's parent/guardian must comply with any additional rules or guidelines regarding care and maintenance of the Laptop.

Loss, Theft, & Damage

- The Laptop is a valuable piece of property that is being made available to the student by KCS for purposes of advancing the student's education.
- The student is responsible for ensuring that the Laptop is kept safe and secure at all times while it is in the student's possession or under the student's control.
- Under no circumstances will the student leave the Laptop unattended at any location, either on or off campus, unless it is safely secured at the student's home or locked in the student's school locker.
- Under no circumstances will the student leave the Laptop in the care or custody of any person other than the student's parent or guardian or a KCS teacher or administrator.
- If the Laptop is lost, stolen, damaged or malfunctioning in any way, the student will immediately report the problem to the principal.
- If the student believes the Laptop has been stolen, the student and the student's parent/guardian will immediately file a report with law enforcement and request a copy of the written incident report filed by the law enforcement officer. As soon as possible after reporting the Laptop stolen, the student will provide a copy of the police report to the principal, along with details about the incident and the name and telephone number of the investigating officer.
- KCS will investigate all incidents of laptops reported as lost and may refer any such incidents to law enforcement. KCS laptops can be easily identified and traced. Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell a KCS-owned laptop will be vigorously prosecuted to the fullest extent of the law.
- In recognition of the advantages that come from being issued the Laptop and the considerable expense to KCS in funding laptop programs, the student and student's parent/guardian must bear some risk for the possibility that the Laptop may be lost, damaged, or stolen. The District will develop a charge schedule for these events. If for any reason the Laptop is lost, stolen or damaged during the time that it is issued to the student, regardless of whether the student is at fault, the student and student's parent/ guardian will be responsible for such charges.
- The student will not be issued a replacement laptop until the costs described above have been paid in full.

- KCS reserves the right to decline to issue a replacement laptop if it determines, in its sole discretion, that the risk of loss or damage to the replacement laptop is unacceptable. The decision not to issue a replacement laptop shall not excuse the student and his parent/guardian from any charges associated with the loss, theft, or damage of any previously-issued KCS laptop(s), given that those charges are intended to help offset the actual cost to KCS of repair or replacement of KCS property.
- High school seniors must pay all charges, including but not limited to any or replacement or repair costs, before being allowed to participate in commencement exercises.
- The charges described in these Guidelines will be waived only for demonstrated economic hardship in accordance with applicable Board policies.