

Needham Public Schools  
1 to 1 Initiative  
*Device Acceptable Use Agreement*

The Student and the Parent/Guardian agree to comply with the following limitations imposed by Needham Public Schools (NPS) on the use of the device:

1. Use the device as a tool for learning.
  - a. The Student is responsible for having a fully-charged device to use each day in school.
  - b. Teachers will determine when and if the devices will be used in class.
  - c. Devices will be used in school for academic use only.
  - d. The device 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. NPS Internet filtering services compliant with the Children's Internet Privacy Act (CIPA) will not work at home.
  - f. Parents are responsible for maintaining the home network and Internet service, where applicable.
  - g. Students may be selected at random to submit their device for inspection. All devices 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 NPS Responsible Use Policy (RUP) and additional items listed below.
  - a. The Student must abide by the NPS Responsible Use Policy (RUP), regarding the use of the device 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.
  - g. 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 and parent/guardian agree to hold NPS harmless from any such violation.
  - h. The Student must keep all personal information private, including passwords, user IDs, home address, and phone numbers.
  - i. The Student must not photograph or make audio or video recordings without the consent of all those being recorded.
  - j. The Student shall use due care to ensure that the device is not used for any illegal activity or for commercial purpose.
  - k. 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 or configurations installed by NPS staff should not be tampered with or removed.
  - b. Issues requiring service or repair may require that the device be restored its original configuration.
  - c. NPS staff will manage all apps or extensions intended for 1:1 devices.

4. Take good care of equipment and files.
  - a. Devices are issued and registered to specific students. The Student is responsible for his/her assigned device 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 device unattended.
  - d. The device shall not be marked in any way with markers, stickers, etc., other than those applied by NPS.
  - e. The Parent and the Student will not remove or alter any NPS or other identification labels attached to, or displayed on the equipment.
  - f. The Student shall not insert foreign objects (paperclips, pens, etc.) into the ports (openings) of the device.
  - g. The Student shall not eat or drink near the device and agree not to place food or drink around the device.
  - h. The Parent or the Student shall not leave the device in extreme heat or cold, e.g., in a car, in these conditions.
  - i. The Student shall transport the device in its protective case.
  - j. The Parent and the Student shall not damage, degrade the performance, or abuse their device, or anyone else's device, in any way.
  - k. The Parent and the Student shall not loan the device to someone else.
  - l. The Parent and the Student shall only bring District owned devices for repair to District support personnel. The Parent and the Student agree NOT to try to repair devices themselves.
  - m. The Parent and the Student shall not allow any device owned by the NPS to be removed from the continental United States.
  - n. The Parent and Student agree to maintain any device owned by the NPS in good condition, reasonable wear and tear excepted. This means that the device and charger must be fully operational with no cracks, dents, or breakage of the case.
  
5. Responsibility for the device.
  - a. The Parent and Student are jointly responsible for the care and security of any device, which is assigned to the Student and is owned by the NPS.
  - b. Devices which are owned by the NPS may not be loaned, assigned, sublet, sold, pledged, or otherwise disposed of to any person or business entity.
  - c. NPS is responsible for repairing and maintaining all devices owned by the Needham Public Schools. Parents are responsible for repairing and maintaining devices owned by them.
  - d. NPS will provide a loaner device to any student who brings 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 NPS and must be returned to the Needham Public Schools at the conclusion of the loan period in the same condition as when initially borrowed, reasonable wear and tear excepted. Parents and Students understand that there is a limited pool of loaner devices, 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 NPS for the cost of replacing or repairing the device, including associated Peripherals.
  - e. Parents must report loss or damage to any NPS-owned device to the Director of Financial Operations 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 Financial Operations within 72 hours. All notices required by this Paragraph and copies of the police report should be directed to:

Director of Financial Operations  
Needham Public Schools  
1330 Highland Avenue  
Needham, MA 02492  
781-455-0400 x 204  
[anne\\_gulati@needham.k12.ma.us](mailto:anne_gulati@needham.k12.ma.us)

- f. NPS 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 NPS 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 NPS's 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 NPS 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 NPS and their employees, agents, servants, staff, officials, committee members, and contractors, or in any way related to the device.

6. Device Management.

- a. The parents and student agree that Needham Public Schools' Mobile Device Management Service will interact with the device remotely, including, but not limited to inspecting, installing or removing profiles.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Date