

Tamalpais Union High School District 2014 – 2015 Ipad Acceptable Use and Receipt of Equipment Contract

*Please review and retain for your records the agreement on pages 1 – 2;
student and parent(s) please sign and return to the Drake High School the contract on page 3*

In the interests of furthering the educational goals of the Tamalpais Union High School District, the school will make available to the students in Trek, Galileo and SEA-DISC small learning communities, (1) iPad4 for use while the student is a member of the Trek, Galileo or Sea-DISC small learning community. The iPad is intended for educational purposes and will be issued upon the student's and parent/guardian's signed acceptance of the terms of district's Computer/Network Resources Acceptable Use Policy and of the school's Code of Conduct.

All information regarding care and responsibilities of the iPad can be found on the district website:
<http://www.tamdistrict.org/Page/7081>

1. Care of Equipment

The student will exercise all due and reasonable care in handling and use of the iPad and agrees to voluntarily return the iPad in good condition if the student is no longer registered in the School or transfers out of Trek, Galileo, or SEA-DISC small learning community. The School accepts and acknowledges the reasonable and normal wear and depreciation in value of the iPad. The student will be responsible for damages when:

- a) The damage to the iPad is intentional.
- c) The iPad is stolen from an unsecured car or locker, or unattended bag.

Students should monitor the condition of the device while the device is officially issued to the student. **As soon as minor or major damage is observed the student should return the iPad to the IT Central Office (Carlisle Building, Redwood campus, Larkspur) for repair.**

Students are to bring the iPad to school every day, fully charged.

If an iPad is in need of repair, the student must bring the iPad to the IT Central Office (Carlisle Building, Redwood campus, Larkspur). Students will be provided a substitute iPad for use while the broken iPad is being repaired.

2. Stolen Device

If the device is stolen, **the student** must file a report with the appropriate law enforcement agency within 48 hours from the time the device is stolen. Students must report the stolen device to school officials.

To replace a stolen iPad, the student must bring a copy of the police report to the IT Central Office (Carlisle Building, Redwood campus, Larkspur) to receive a new iPad.

3. Lost Device

Students are responsible for the replacement cost of a lost device. A lost device is one which was left unattended, misplaced or unaccounted for by the student to whom the device was provided by the District.

4. Rules of Use

The student shall abide by the school's Computer/Network Resources Acceptable Use Policy. **Unacceptable use includes, but is not limited to, the following:**

- a) Using network access to alter or destroy information belonging to others.
- b) Using profanity, obscenity or other language that may be offensive or abusive to another person.
- c) Copying personal communications to others without the original author's permission.
- d) Copying software or other copyright protected material in violation of copyright law.
- e) Using the network for any illegal activity or private business purposes.
- f) Spreading computer viruses deliberately or by importing files from unknown sources.
- g) Harassing another individual.
- h) Using the network to disrupt school business or educational activities.
- ij) Use of any electronic device or program in a manner other than that which was intended.

- j) Unauthorized installation of software including downloads or modification to the device
- k) Allowing use or possession of the device by anyone other than the student to whom the device is issued.

5. License Agreements

The School is the sole owner of the software included with the device. Any copying, modification, merging, or distribution of the software by the student, including the written documentation, is prohibited. The student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this agreement and the student may be subject to disciplinary action.

6. Termination of Agreement

Termination of this agreement shall occur automatically under any or all of the following circumstances:

- a) When the student is no longer registered for School or transfers out of Trek or Galileo small learning community
- b) Breach of the terms of this agreement or other district policies.
- c) Upon notice to the student of termination from the School. Upon such termination, the student shall return the device and all associated equipment and software to IT Central Office within 48 hours from the student's last class period.

7. Notice of School Rights

The Student has no ownership, interest in, and no right to title in the device. The School is the equitable owner of the device and as such will enforce its rights vigorously through all means civil and criminal. Students who are in material breach of the agreement and/or who deny any of the School's ownership rights to the device may be subject to disciplinary action, including referral for possible civil action or prosecution for theft under California State Statutes. Notice of these civil and criminal remedies will be sent to any student in violation of the agreement prior to action being taken, but the failure to give such notice shall not impair or limit the School's rights.

8. Indemnification

Student and parent/guardian agree to reimburse and hold the School harmless from and against any and all liabilities, costs, collection costs, and damages (including attorney fees), which arise out of or relate in any way to the use of, misuse of, or failure to return the device and equipment or software by the student or others.

9. Modifications, Upgrades & Repairs

The Student shall not modify, upgrade, or attempt repairs to the device or its installed software. Any modifications, upgrades, or repairs made shall become the property of the school. Any damage to the device or other requirement for modification, upgrading, or repair shall be immediately brought to the attention of the school. Any required software must be installed by authorized TUHSD personnel only.

10. Insurance

The school's self-insurance will cover the following:

- a) Student's stolen device, with a proper report filed by the student and parent/guardian with the appropriate law enforcement agency within 48 hours of the theft.
- b) Unintentional damage to student's device.

Insurance Exclusions:

The following items are not covered by insurance:

- a. Carrying case – (\$50.00 Replacement cost)
- b. AC power supply- (\$30.00 replacement cost)

Terms of the iPad Computer Use Agreement and Equipment Receipt Contract

This agreement is effective as of the date the equipment is received.

This agreement will terminate when the iPad is returned at the conclusion of the school year, unless terminated or extended by written agreement.

The iPad Computer Use Agreement and receipt of equipment contract is made by and between the Tamalpais Union High School District and the student and parent/guardian listed below

Student Name (Printed)

Student Identification Number

Parent/guardian Name (Printed)

By my signature, I hereby acknowledge that I have reviewed, understand and will abide by the terms of the iPad Use Agreement and Contract.

Student Signature

Date

Parent/guardian Signature

Date

AUTHORIZATION FOR DELIVERY and ACCEPTANCE

By my signature below I authorize my student to accept receipt and verify the condition of the iPad, peripheral equipment and software issued by the school.

In the event the student is no longer registered in the school, the iPad, and all associated equipment and software, must be returned to the school within 48 hours from the student's last class. I understand that the school will not issue the equipment unless both the student and parent/guardian have signed this agreement and receipt.

I prefer to be present when the equipment is issued and reserve my signature until that time. I understand that the school will not issue the equipment unless both the student and parent/guardian have signed this agreement and receipt and that I must call the Drake High School main office (415) 458-3411 to arrange receipt of the equipment.

Parent/guardian Signature

Date

Student Signature

Date