

EDGEWOOD ISD STUDENT-PARENT IPAD USE AGREEMENT 2018-2019

NOTE:

In this agreement "we", "us" and "our" means Edgewood ISD and "you" and "your" means the parent/guardian and student enrolled in Edgewood ISD. The "property" is an Apple iPad owned by the Edgewood Independent School District.

Terms:

You will comply at all times with the Edgewood ISD *Student Handbook and Code of Conduct*, including the *EISD Student Technology Acceptable Use Policy*. Failure to comply may terminate your rights of possession effective immediately, and we may repossess the iPad.

EDGEWOOD ISD PROVIDES THE APPLE IPAD "AS-IS". EDGEWOOD ISD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Title:

At all times, the legal title to the iPad is maintained by Edgewood ISD. Your right of possession and use is limited to and conditioned upon your full and complete compliance with this *Agreement* and the *EISD Student Technology Acceptable Use Policy*, which is available on the Edgewood ISD web site: www.eisd.net

The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws.

You have no right to privacy when using the iPad. Contents of emails, information regarding your Internet usage, and network communications may be reviewed at the sole discretion of Edgewood ISD. By signing this Agreement, you further acknowledge that Edgewood ISD is required by law to comply with the Texas Public Information Act and the Federal Education Rights and Privacy Act (FERPA)

As such, you agree to fully and timely comply with any and all directives issued by Edgewood ISD in its efforts to comply with the Federal, State and Local law. You further recognize that this may mean that email content, Internet use history, network communications, and other similar information shall be releasable to third parties, if so required by law.

Loss or Damage:

In the event of loss or theft, student and/or guardian will inform Edgewood ISD, specifically the campus administrator, of the occurrence by the next school day. A copy of the police or sheriff's theft report must be provided to the District. Edgewood ISD has the capacity to track devices and will work with law enforcement to prosecute all parties involved in the damage or theft of devices. High School seniors must clear all records and pay all fees before participating in graduation ceremonies.

Repossession:

Failure to fully comply with all terms of this *Agreement* as well as the *EISD Student Technology Acceptable Use Policy* including the timely return of the property, shall entitle EISD to take immediate possession of the iPad.

Term of Agreement:

Your right to use and possess the iPad terminates no later than the last day of the school year, unless otherwise terminated earlier by Edgewood ISD, or upon withdrawal from Edgewood ISD.

Appropriation:

Your failure to return the property in a timely manner will be considered unlawful appropriation of the Edgewood ISD property. Your continued use of the iPad for non-school purposes without the District's consent may also be considered unlawful appropriation of the District's property.

Use of iPads on Network:

Edgewood ISD is committed to the availability of technology resources for student work. If you are experiencing problems with your iPad, you should be able to continue with class work. To assist in these situations, Edgewood ISD may provide an iPad for temporary use.

Storage:

The iPad affords limited electronic storage space. If you are lacking a sufficient amount of storage space on the iPad device, you will be required to delete apps, music, photos, and so forth, in order to make necessary educational-related programs accessible. You are encouraged to back up, duplicate or archive files to an independent storage space. It is recommended that you e-mail documents to yourself for storage using alternative methods. You may also utilize "cloud" storage programs, which allow access to documents from other computers via the Internet. It is your responsibility to ensure that work is not lost due to mechanical failure, accidental deletion or re-imaging.

General iPad Rules: Inappropriate Content

- Inappropriate content will not be allowed on iPad devices. (See *EISD Student Technology Acceptable Use Policy*)
- Presence of pornographic materials, inappropriate language, weapon-related content, alcohol, drug, and/or gang related symbols or pictures will result in disciplinary action.

Use for Non-School-Related Purposes:

- School District computers, electronic devices, networks and Internet services are provided for purposes related to educational programs, school operations, and performance of educational responsibilities. Limited personal use is permitted as long as such does not violate this policy and the accompanying rules, and the *EISD Student Technology Acceptable Use Policy*.

Music, Books and Apps:

Music, books, and apps not provided by the District can be downloaded through your personal iTunes account at your expense (upon administrator approval). Content must be school appropriate and follow all terms of this *Agreement* and the *EISD Student Technology Acceptable Use Policy*. When iPads are returned, you will lose all downloaded content unless it has been stored on your own personal storage device.

Recording Feature and Camera:

The iPad comes equipped with a microphone, front and rear-facing camera, and video capabilities. Edgewood ISD retains the rights concerning any recording and/or publishing of any student or staff member's work or image. You must obtain permission from the principal or designee before recording

an individual or group or publishing a photograph or video of any school related activity. Unauthorized recordings are subject to disciplinary action in accordance with the EISD Student Acceptable Use Policy.

No Loaning or Borrowing iPads:

- Do NOT loan iPads or other equipment to other students.
- Do NOT borrow an iPad from another student.
- Do NOT share passwords or usernames with others.

Setting Security Passcodes:

- Students SHALL set a security passcode on your iPad. This passcode should be known only by you to ensure the iPad is only used by you. The School District has the right to bypass the security code.
- Access to another person's account or iPad without consent or knowledge is considered hacking and is prohibited. This is subject to discipline in accordance with the *Student Handbook and Code of Conduct*.

Modification of the iPad:

- You SHALL NOT modify the iPad in a way that will permanently alter it, either physically and/or electronically, other than instructed by an administrator or other school personnel.
- You SHALL NOT apply marks, stickers, or other decorations to the supplied iPad or its protective cover.
- Student iPads will be labeled by Edgewood ISD in order to identify and track each device. iPads can be identified by a serial number and a EISD label. Students are prohibited from altering these identifying marks.
- You SHALL NOT remove supplied cover or screen protector from the iPad unless instructed to do so by authorized EISD personnel.

iPads are Required Each Day in Class:

- You are required to bring your fully charged iPads to class.
- Edgewood ISD encourages you to take your iPad home at night for class work and recharging. All rules and regulations that are in effect during the school day extend to the use of the iPad at home.
- If students leave their iPad at home, they are responsible for getting the coursework completed as if they had their iPad present. If a student repeatedly leaves their iPad at home, they may be subject to disciplinary consequences.

Indemnity Provision

You shall defend, exempt, indemnify and hold harmless Edgewood ISD, its officers, agents, servants, representatives and/or employees from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and expenses of appeals there from, arising out of your use of the iPad including, but not limited to, your intentional or negligent acts and/or omissions. This paragraph shall survive termination of this Agreement.

I understand that if I violate any procedures or rules I may face legal or disciplinary action according to applicable law or District/departmental policy.

Student Signature: _____ Date: _____

Student Printed Name: _____

Parent Signature: _____ Date: _____

Parent Printed Name: _____

Parent E-mail Address: _____

Issuing Teacher: _____ Period: _____