

Date Received: _____

Remind _____

Webster Groves School District

Student Use Agreement for Electronic Equipment

Access and Support: This agreement is entered into between the Webster Groves School District, the student, and the Parent(s)/Guardian(s) of the student.

Student Name: _____

(Office Use) Attendance: _____

(Office Use) Citizenship: _____

Wifi at home? YES NO

Student Cell phone #: _____

Introduction. The Webster Groves School District is offering to provide the above-named student with the electronic equipment identified above (the "Equipment"), which the student is to use as a positive learning tool in coordination with the District's curriculum. Although this Agreement authorizes the student's use of the Equipment, the Equipment remains the property of the Webster Groves School District at all times.

Prerequisites to Receive Device. To receive the equipment, the student, in accordance with our PBIS expectations, must have good citizenship and have an attendance percentage above 90%. The student and his or her parent/guardian must also sign and submit the Agreement and the District's Acceptable Use Policy Agreement (the "AUP Agreement").

Applicable Policies. In using the Equipment, the student is subject to and must comply with Webster Groves School District Board Policies and their associated administrative procedures or regulations. A violation of any of these policies could result in loss of network privileges, loss of right to use the Equipment, or appropriate discipline, up to and including suspension or expulsion.

Expectations:

1. **Students may not:**
 - a. Disrupt the educational process through non-educational use of the Equipment;
 - b. Endanger the health or safety of themselves or anyone else through the use of the Equipment;
 - c. Invade the rights and privacy of others at school through the use of the Equipment;
 - d. Engage in illegal or prohibited conduct of any kind through the use of the Equipment; or
 - e. Violate the conditions and rules as outlined in the AUP Agreement.
2. **Maintenance of Equipment:** Students must keep the Equipment in good and working condition. In addition to following the manufacturer's maintenance requirements, students should:
 - a. Use only a clean, soft cloth to clean the Equipment's screen. No cleansers of any type should be used;
 - b. Insert and remove cords and cables carefully to prevent damage to connectors;
 - c. Not write or draw on the device or apply any stickers or labels that are not the property of the District;
 - d. Not leave the Equipment in places of extreme temperature, humidity, or limited ventilation (e.g., in a car) for an extended period of time;
 - e. Secure the Equipment when it is out of their sight.
3. **No Unauthorized Software or Data.** Only legally licensed software, apps, media, or other data is permitted on the Equipment. Students will not download software, apps, media, or other data (including songs, photos, or videos), without a District employee's prior written approval. Students will not replace the manufacturer's operating system with custom software (i.e. "jailbreak" the Equipment), or remove or modify the District-installed settings and configuration on the Equipment.
4. **Hardware or Functionality Problems.** If a problem arises with the functionality of a student's device, the student must notify the Library of the problem within 24 hours or on the next school day. The Library has the record and history of the device. Under no circumstances may the student or his/her parent(s)/guardians(s) attempt to fix or allow anyone but District Staff to attempt to fix suspected hardware faults or the Equipment's operation system. The student shall not take the device to any repair shop; the student should report the issue to a Library Staff member, who will report it to the district's technology department.
5. **Equipment Data as Records.** Data saved to the Equipment is not maintained by the District as public records or as student records. In the event this data needs to be maintained by the District for any reason, the District will take affirmative steps to preserve it.

Removal of Equipment from School Premises

The Equipment is intended for use at school every day. Students and their parents also have the option of being able to take the Equipment home to be utilized while school is not in session.

ACCEPTING THE EQUIPMENT FOR OFF-SITE USE IS NOT A REQUIREMENT FOR YOUR STUDENT TO ENJOY THE USE OF THE EQUIPMENT WHILE AT SCHOOL. AFFORDING THE STUDENTS THE OPPORTUNITY TO TAKE THE EQUIPMENT AWAY FROM SCHOOL PREMISES IS INTENDED TO ENABLE THE STUDENT TO ENHANCE THE STUDENT'S EDUCATIONAL EXPERIENCE BY ADDITIONAL USE AT HOME. IF YOU AND YOUR STUDENT DECLINE THIS OPPORTUNITY TO POSSESS AND ACCESS THE EQUIPMENT AWAY FROM SCHOOL PREMISES, YOUR STUDENT WILL STILL BE AFFORDED THE OPPORTUNITY TO USE SIMILAR EQUIPMENT WHILE AT SCHOOL.

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- Returning Equipment to School.** If students and their parents elect to have the opportunity to remove the Equipment from school premises, they are responsible for having the Equipment returned to school with the student every school day. In the event of repeated incidents of failure to bring the Equipment back to school for daily use, permission to take the Equipment home may be revoked. If a student fails to return the Equipment and any assigned accessories as directed or at the end of the school year, the district may, in addition to seeking reimbursement from the student's parent(s)/guardian(s), file a theft report with local law enforcement authorities.
- Damage to or Loss of Equipment – Insurance.** Parent(s)/guardian(s) are responsible for their child's use of the Equipment, including any damage to or loss of the Equipment. In the event that a student's Equipment is lost or damaged, the District may assess the parent(s)/guardian(s) a charge to cover the replacement or repair. The decision to assess a charge, as well as the amount of any charge, is at the sole discretion of the District but will not be greater than the full replacement value of the Equipment. The District may provide the opportunity to obtain insurance to cover the loss of and/or damage to the equipment, at the district's cost, provided that under no circumstances shall the District be responsible for or liable to the student or his or her parents or guardians for a lack of insurance coverage for the Equipment for any reason. An election to obtain insurance (if available) or decline insurance coverage shall be made above the signature line at the end of this Agreement.
- Equipment Internet Filter Outside of School.** Although the District employs Internet filters and monitors students' Internet activity at school, it cannot and does not filter or monitor students' Internet access at home or off school grounds. By electing to allow the student to take the Equipment home and by signing this Agreement, parent(s)/guardian(s) understand and acknowledge this and agree that their child's use of the Internet on the Equipment at home or off school grounds is at the discretion of, and should be monitored by, the parent(s)/guardian(s). Some sites accessible via the internet may contain material that is illegal, defamatory, inaccurate, or offensive to some people. Parent(s)/guardian(s) assume complete responsibility for Internet access beyond the network provided by the District. When using the Equipment outside of the District, students are bound by the same policies, procedures, and guidelines as in school.

Additional Terms

- Waiver of Equipment-related claims.** By signing below, you acknowledge that you have read, understand, and agree to follow all responsibilities outlined in the Agreement. You also agree that the Equipment was delivered in good working order and acknowledge that it must be returned to the School District in good working order. By signing this Agreement, you waive any and all claims you (and your heirs, successors, and assigns) may have against Webster Groves School District relative to your child's use or possession of the Equipment.
- Indemnification for Equipment-related Claims.** To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless Webster Groves School District from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the Equipment or from the Agreement.
- iTunes Accounts and other Apps.** The Equipment comes with re-installed required application for student use. Parent(s)/guardian(s) and students may not purchase additional applications. Apps may only be added to the equipment by District personnel. The primary use of the Equipment is for school work. Any personal information that prohibits the full function of the Equipment for educational purposes can and will be removed by the student and or District as needed.

...Agreement and Signatures...

Use of the Equipment on the Webster Groves School District network is a privilege that supports school-appropriate learning. The smooth operation and maintenance of the computer network and equipment relies on users' adhering to established guidelines. Therefore, by signing the Agreement, users acknowledge that they have read this Agreement and the AUP Agreement and understand the District's expectations and the student's responsibilities.

By signing this agreement, students and parents(s)/guardian(s) agree to abide by the restrictions outlines in this Agreement and the AUP Agreement. The student's parent(s)/guardian(s) are responsible for monitoring their child's Internet access on the Equipment beyond the Webster Groves School District network.

I hereby give my permission for my child to utilize the Equipment provided by the Webster Groves School District and to remove the Equipment from school premises, if I have elected that option. I certify that the information contained on this form is correct.

My child **may** take the Equipment home.

My child **may not** take the Equipment home.

I wish to enroll in the insurance coverage

I decline insurance coverage. I realize that this will make me solely responsible for any damage or loss of the device assigned to me by the District.

DATE: _____

STUDENT SIGNATURE: _____

PARENT/GUARDIAN SIGNATURE: _____

PARENT/GUARDIAN NAME (Please print): _____