

### Student Technology Use Agreement

In this agreement "we", "us", "KISD", "District" and "our" means Keene Independent School District and you and your means the parent/guardian and student enrolled KISD.

- Elementary Students – “Apple Device” means a 10.2” iPad (8<sup>th</sup> Generation) or 10.9” iPad (10<sup>th</sup> Generation)
- Junior High Students – “Apple Device” means a 10.2” iPad (9<sup>th</sup> Generation) or 10.9” iPad (10<sup>th</sup> Generation) and applicable accessories
- High School Students – “Apple Device” means a 13” Apple MacBook Air (M1, 2020) and applicable accessories

#### Terms:

You agree to pay an annual fee, as applicable, before taking possession of the Apple Device. The annual technology fee includes school insurance that will cover losses due to accidental damage, theft, fire, flood and natural disasters, and vandalism. AppleCare coverage is bought by KISD as a part of the lease/purchase price of the Apple Device. Apple warrants the Apple Device to be free from defects in materials and workmanship. This limited warranty covers normal use, mechanical breakdown, or faulty construction and will provide replacement parts necessary to repair or replace the Apple Device. The Apple warranty does not warrant against damage caused by misuse, abuse, accidents, or computer viruses.

A deductible will be charged for each incident, per the attached schedule. Upon the third incident, the student will be charged the entire cost of the repair or replacement and an administrative decision will be made regarding the student's privilege to take the device home.

Students will comply at all times with the KISD Student Handbook and Code of Conduct, including the KISD Student Technology Acceptable Use Policy. Failure to comply may terminate your rights of possession effective immediately, and we may repossess the Apple Device.

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

At all times, the legal title to the Apple Device is maintained by KISD. Your right of possession and use is limited to and conditioned upon your full and complete compliance with this Agreement and the Keene ISD Student Technology Acceptable Use Policy which is available on the KISD website. Electronic resources owned by the District should not be released to anyone including, but not limited to, law enforcement agencies. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws.

Students have no rights of confidentiality when using the Apple Device. Contents of email, information regarding your internet usage, and network communications may be reviewed at the sole discretion of KISD. By signing this Agreement, you further acknowledge that KISD is required by law to comply with the Texas Public Information Act. As such, you agree to fully and timely comply with any and all directives issued by KISD in its efforts to comply with the Public Information Act. You further recognize that this may mean that email content, internet use history,

network communications, or any other data, personal or school-related, stored on the Apple Device shall be releasable to third parties, if so required by law.

**Use, Protection and Storage:**

Apple Device will be labeled in a manner specified by KISD. Labels are not to be intentionally removed.

Students are expected to keep their passwords confidential and will be responsible for any inappropriate content found on the Apple Device.

Apple Device should be stored in locked rooms, lockers or remain with the student at all times. Students should take the Apple Device home each night and charge them. Elementary students will have an Apple Device assigned to them, which they will use throughout the year. They will be expected to check the device out in the morning and return it at the end of each day, as instructed by Campus Administration and Staff.

Apple Device should never be left in the passenger portion of a vehicle. They are an attractive target for thieves. Under no circumstances should Apple Device be left in unattended or in unsupervised areas. Unsupervised areas include, but are not limited to, school grounds and campus, gym, cafeteria, computer lab, hallways, locker rooms, library, unlocked classrooms, and dressing rooms. Any computer left in these areas is in danger of being stolen.

Unsupervised Apple Device will be confiscated by staff and taken to the Technology Department or Campus Administration. If an Apple Device is found unsupervised, there will be a \$10 fee to reclaim your Apple Device. Disciplinary action may also be taken for leaving your Apple Device in an unsupervised location.

**Loss or Damage:**

Any damage must be reported to the Technology Department or Campus Administration. Fraudulent reporting of theft or accidental damage will be referred to the KISD Police Department for investigation. A student making a false report will also be subject to disciplinary action as outlined in the Student Code of Conduct. Prior to reporting a stolen device, a report must be filed with law enforcement agencies and be presented with the claim. The district will work with law enforcement agencies to alert pawnshops and police departments in the area to be aware of this district-owned equipment.

In some cases, your liability for a lost or stolen Apple Device can be limited to your technology use fee and deductible. In order to qualify for reduced liability, the loss or theft of the Apple Device must be reported immediately to the KISD Police Department at 817-774-5205 or in person at the KISD Police Office.

If the Superintendent or his or her designee, at his or her sole discretion, investigates and finds that there is substantial evidence that the Apple Device was damaged, lost, or stolen due to criminal misconduct, the liability limitation will not apply and you will be responsible for full reimbursement of the cost of the repair or replacement of the Apple Device. The decision of the Superintendent or his designee is final and non-appealable.

**Repossession:**

If you do not fully comply in a timely manner with all terms of this Agreement and the KISD Student Technology Acceptable Use Policy including the timely return of the Apple Device, KISD shall be entitled to retake possession of the Apple Device, even if the Apple Device is located at your place of residence or other location.

**Terms of Agreement:**

Your right to use and possess the Apple Device terminates the last day you are enrolled in KISD unless otherwise terminated earlier by KISD. You must immediately return the Apple Device upon graduation or withdrawal from KISD or upon request by the District. Apple Devices will be returned to the district at the end of the school year or at the discretion of Campus Administration.

If at any time you no longer plan to return to the District, you must immediately return the Apple Device to KISD.

**Appropriation:**

Your failure to return the Apple Device in a timely manner will be considered unlawful appropriation of the KISD owned Apple Device. This includes, but is not limited to, the failure to return the Apple Device immediately if you withdraw from the District or do not return to the District following summer break. Your continued use of the Apple Device for non-school purposes without our consent, may also be considered unlawful appropriation of the District's Apple Device.

**Device Storage:**

The Apple Device affords limited electronic storage space. If you are lacking a sufficient amount of storage space on the Apple Device, you will be required to delete apps, music, photos, etc within 24 hours, or the technology department may erase the device and all of its contents in order to make necessary storage for educational-related programs accessible. You are encouraged to back up, duplicate or archive files to an independent storage space. 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 reimaging.

**Internet Safety:**

There are many sites on the Internet that can be potentially dangerous to minors. KISD makes every effort to block these sites both on and off campus by routing Internet traffic through the District's content filter. You are in violation of district policy if you use software utilities or other means to access content blocked by school filters. Parents may want to further restrict their home access.

For more information about Internet safety, you may go to: <https://www.common sense media.org>

**Inappropriate Content:**

Inappropriate content will not be allowed on Apple Devices. Presence of pornographic materials, inappropriate language, weapon-related content (not related to instruction), alcohol, drug, and/or gang related symbols or pictures will result in disciplinary action.

**Use for Non-School-Related Purposes:**

District computers, electronic devices, networks, and Internet services are provided for purposes related to educational programs. Limited personal use is permitted as long as such does not violate the KISD Student Technology Acceptable Use Policy.

**Sound:**

Sound will be muted at all times unless permission is obtained from the teacher for instructional purposes

**District Security Feature:**

Apple Device will have security applications and profiles installed. Removal of these are prohibited, using virtual private networking or proxy servers to circumvent safeguards will be subject to administrative consequences.

**Recording Feature and Camera:**

The Apple Device comes equipped with a microphone, cameras and video capacities. It is best practice and common courtesy to ask permission before recording an individual or group. KISD retains the rights concerning any recording and/or publishing of any student or staff member's work or image. You must obtain permission to publish a photograph or video of any school related activity. Unauthorized recordings are subject to disciplinary action in accordance with KISD Student Acceptable Use Policy.

**No Loaning or Borrowing:**

Do not loan Apple Device to other students. Do not borrow an Apple Device from another student. Do not share passwords or usernames with others.

Access to another person's account or Apple Device 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 Apple Device:**

You should not modify the Apple Device in a way that will permanently alter it either physically and/or electronically other than instructed by administrator or other school personnel. You should not apply permanent marks, stickers, or other decorations to supplied Apple Device cover which do not remove cleanly without residue. Damage to the Apple Device cover will result in a charge for a replacement.

You should not remove any supplied cover or screen protector from the Apple Device.

**Indemnity Provision:**

You shall defend, exempt, indemnify and hold harmless Keene Independent School District, its officers, agents, servants, representatives and/or employees of and from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and costs and expenses of appeals therefrom, arising out of your use of the Apple Device including, but not limited to, your intentional or negligent acts and/or omissions. This paragraph shall survive termination of this Agreement. Parent or legal guardian signature represents that you have reviewed the above information with your student and are

signing on behalf of both yourself and your student acknowledging that you both understand the above information.

**Loss/Damage Fee Schedule:**

**Elementary – iPad (8<sup>th</sup> Generation) or iPad (10<sup>th</sup> Generation)** Devices remain in classroom. [AppleCare+](#) coverage is bought by KISD as a part of the lease/purchase price of the iPad, which includes Accidental Damage from Handling (ADH). ADH coverage will expire and all of Apple's obligations will be fulfilled in their entirety before the end of the Plan Term when Apple, as a result of ADH claims, has provided to you two (2) Service Events.

- **Annual technology fee is \$10.**
- **The deductible will be \$10 for loss or damage for each incident.** Upon the third incident, the student will be charged the entire cost of the repair or replacement, and administrative decision will be made regarding the students privilege to use the device.

**Junior High – Apple iPad (9<sup>th</sup> Generation) or iPad 10<sup>th</sup> Generation**

[AppleCare+](#) coverage is bought by KISD as a part of the lease/purchase price of the iPad, which includes Accidental Damage from Handling (ADH). ADH coverage will expire and all of Apple's obligations will be fulfilled in their entirety before the end of the Plan Term when Apple, as a result of ADH claims, has provided to you two (2) Service Events.

- **Annual technology fee is \$30.**
- **The deductible will be \$30 for loss or damage for each incident.** Upon the third incident, the student will be charged the entire cost of the repair or replacement, and administrative decision will be made regarding the student's privilege to take the device home.
- Logitech Rugged Combo 3 or 4 Keyboard Case - \$99 or actual cost
- Apple 20W USB Power Adapter - \$19 or actual cost
- Apple Lightning to USB-C Cable (1m) - \$19 or actual cost or Apple USB-C to USB-C Cable (1m) - \$19 or actual cost
- STM Ace Vertical Cargo carrying bag - \$35 or actual cost
- If a device is found unattended in a hallway or common space - \$10 negligence retrieval fee
- If a device is needed to be reimaged due to malicious software or inappropriate use - \$10 reimaging fee

**High School – MacBook Air 13-inch, 256GB (M1, 2020):**

[AppleCare+](#) coverage is bought by KISD as a part of the lease/purchase price of the MacBook, which includes limited Accidental Damage from Handling (ADH). ADH coverage will expire and all of Apple's obligations will be fulfilled in their entirety before the end of the Plan Term when Apple, as a result of ADH claims, has provided to you two (2) Service Events.

- **Annual technology fee is \$60.**
- **The deductible will be \$60 for each incident.** Upon the third incident, the student will be charged the entire cost of the repair or replacement, and administrative decision will be made regarding the student's privilege to take the device home.
- Apple 30W USB-C Charger - \$39 or actual cost **or** Apple 20W USB-C Charger - \$19 or actual cost
- STM Ace Vertical Cargo carrying bag - \$35 or actual cost
- If a device is found unattended in a hallway or common space - \$10 negligence retrieval fee
- If a device is needed to be reimaged due to malicious software or inappropriate use - \$60 reimaging fee