



TECHNOLOGY EQUIPMENT USE AGREEMENT for STUDENTS and PARENTS/GUARDIANS

School Dallas Environmental Science Academy Date August 15,2022

This Technology Equipment Use Agreement is between Dallas Independent School District (“Dallas ISD”) and:

Student Name: _____ Student ID _____
Last Name First Name

Parent/Guardian: _____

Dallas ISD and Student and Parent/Guardian, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, agree to the use of the equipment described below and in accordance with the terms as follows:

Descriptions and Details:

Type and Brand: Student Chromebook Model: Hewlett Packard Laptop Chromebook 14
(iPad, Chromebook, Laptop or other electronic device)

TAG# /Asset Number: _____

Accessories: Power Cable / Charger

Market Value: \$270.75

Parent/Guardian and Student Initials validating that equipment is received in working condition.

Parent/Guardian Initial

Student Initial

- 1. Period of Possession.** The term of this Equipment Use Agreement is from August 2022 to May 2023, or until transfer to another campus, matriculation, or withdrawal from the Dallas ISD, whichever is earlier. The Student or Dallas ISD may terminate this agreement at any time by written notice.
- 2. Altering or Defacing Equipment.** The Student will not remove, alter, disfigure, or cover up any asset tags, numbering, lettering, or insignia displayed on the equipment.
- 3. Maintenance and Repair.** Normal and reasonable wear and tear are expected. Gross negligence will not be tolerated. It is the Student’s responsibility to provide reasonable care and to coordinate required repairs through the principal’s campus designee. Parents/Guardians are responsible for the cost of repair and replacement of damaged and lost devices.
- 4. Use.** The Student agrees that the equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws, Dallas ISD policies, and regulations. The Student agrees not to allow the use of the equipment for illegal purposes or for operating the Student’s own or another’s personal or commercial business. The Student will conform to the terms of Dallas ISD’s Student Code of Conduct and Acceptable Use Policy.

5. **Installation of Software.** The Student agrees to use the equipment as configured. The Student will not alter or remove Dallas ISD software, security profiles, filtering configurations or add unauthorized and unlicensed applications. Installation of new software and software updates will be managed by Dallas ISD.
6. **Patches and Updates.** Dallas ISD may recall the equipment to of apply software updates and security patches that cannot be managed remotely. The Student commits to abide by the recalls in a timely manner.
7. **Loss or Damage.** Pursuant to Texas Education Code Section 31.104, each Student, or the Student's Parent or Guardian, is responsible for all instructional materials and technological equipment not returned in an acceptable condition by the Student. A Student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the Student, Parent, or Guardian. Dallas ISD shall allow the Student to use instructional materials and technological equipment at school during each school day. If instructional materials or technological equipment is not returned in an acceptable condition or paid for, Dallas ISD may withhold the Student's records.

The Student and/or the Parent/Guardian are liable to Dallas ISD for the reasonable market value of the equipment and/or accessories as of the date of loss. If the property is irreparably damaged, lost or stolen, or subjected to repeated instances of abuse, the user will be responsible for replacement fee(s). Damage, loss or theft of the property must be reported to the campus or district administration designee (as assigned by the principal) by the next school day following the occurrence. Failure to do so may result in the loss of off campus access beyond the traditional school day. If theft occurs off campus, the Parent or Guardian will file a report with the local police department within 24 hours and supply the campus designee with a copy of the police report by the next school day.

8. **Inspection by Dallas ISD.** Dallas ISD maintains the right to request, at any time, a visual and/or technical inspection of the equipment.
9. **Security Measures.** Dallas ISD may augment, modify, or change security measures as necessary. This may include device security settings and/or filtering software that is used to manage and safeguard Dallas ISD's electronic resources and to protect students online as required by law. These tools may also be used to locate Dallas ISD equipment, block inappropriate content, restrict access to resources when connected to the Internet outside of Dallas ISD's network, or to track online activity.
10. **Disclaimer.** While Dallas ISD uses industry best-practice measures to limit access to material considered harmful or inappropriate to children, it may not be possible for Dallas ISD to absolutely prevent such access. Despite best efforts, a Student may encounter inappropriate content and material that Parents/Guardians might find objectionable. Moreover, the Dallas ISD makes no guarantee of quality of services provided and is not responsible for any claims, losses, damages, costs or other obligations arising from the use of the Dallas ISD's network or the electronic device. Any charge(s) accrued to the user while using the Dallas ISD's technology equipment is the responsibility of the user. Liability and responsibility for statements made by an individual user on the Internet are specific to that user and do not represent the views of Dallas ISD, its employees, or members of the Board of Trustees.
11. **Title.** Title to the equipment will always remain with Dallas ISD. Students must provide the campus immediate notice of any claim, levy, lien or legal process issued against the equipment. The equipment is and will remain for the term of this use agreement personal property, notwithstanding any attachment of it or part of it to real property or improvements on such real property.
12. **Assignment or Subletting.** The Student will not assign this use agreement or any equipment under the use agreement, or any interest in the use agreement or equipment, without Dallas ISD's prior written consent. The Student will not provide any part of the equipment to unauthorized users under the use agreement without Dallas ISD's prior written consent.
13. **Surrender of Equipment at End of Use Agreement.** The Student agrees, on termination of this use agreement, termination of the program initiative assigning this equipment, Student transferring to another campus, matriculation, Student withdrawal from Dallas ISD, or at the request of Dallas ISD, to

return the equipment at Student's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to the campus that assigned it or as the Dallas ISD may designate. In the event the asset is not returned, Student and Parent/Guardian understand that Dallas ISD shall report the device missing. After further attempts to recover or locate the device, which could include electronic surveillance and tracking of the device, the property may be declared stolen and further action can be taken by the appropriate law enforcement agency to recover the equipment. Student and Parent/Guardian understand and agree that transfer of the assigned equipment to another Student is not the equivalent of surrender of equipment to Dallas ISD, nor does it release Student or Parent/Guardian from responsibility for the Dallas ISD's asset; therefore, the Dallas ISD may have to file a theft report.

14. **Entire Agreement.** This Agreement embodies the entire agreement between the parties.

I hereby agree that I have reviewed the terms of this agreement and agree to abide by them.

Student Signature **Parent/Guardian Name** **Date**

Home Address **City** **State** **Zip Code**

Parent Phone Number **Parent Email Address**

Staff Initials *MM* Date 08/2022