



STUDENT/PARENT EQUIPMENT USE AGREEMENT

School Name _____ Date _____

This Equipment Use Agreement is between Dallas Independent School District (the Dallas ISD) and:

Student _____ Last
Name First Name Student ID #

Parent/Guardian _____
Last Name First Name Driver's License #
(State ID or Matricula Consular is acceptable)

The Dallas ISD and Student and Parent/Guardian, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

Equipment. The Dallas ISD assigns to Student the use of the following equipment and accessories:

TYPE: _____ (i.e. iPad, Graphing Calculator, Chromebook, Laptop, etc)

MODEL: _____ **SERIAL:** _____ **Dallas ISD TAG:** _____

ACCESSORIES: _____ Protective case; Charger(i.e. power adapter, etc.)

Value : _____

Equipment Issuance Signatures Equipment Return Signatures Notes and Comments

Student & Parent/ Guardian initials	Staff Initials	Student & Parent/ Guardian initials	Staff Initials	Date
_____ / _____	_____	_____ / _____	_____	_____

- 1. Period of Possession.** The term of this Equipment Use Agreement is from _____ to _____, or until transfer to another campus, or withdrawal from the district, whichever is earlier. The Student or the District may terminate this agreement at any time by written notice.
- 2. Altering or Defacing Equipment .** The student will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the equipment. The student will not alter or remove District software, security software, and antivirus software or add unauthorized and unlicensed applications.
- 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 cost of repair and replacement of deliberately damaged 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 board 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 Acceptable Use Policy and District Issued Electronic Device Handbook.
- 5. Loss or Damage.** Acknowledging Texas Education Code Section 31.104, a student who acts in bad faith to damage, steal, misplace or purposely not return the Equipment and/or accessories will be liable and/or the Parent/Guardian of the student will be 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 loss of off campus access beyond the traditional school day. If theft occurs off campus, the parent or responsible party will file a report with the local police department within 24 hours and supply the campus administration designee with a copy of the police report by the next school day.
- 6. Inspection by the District.** The district and school will have the right at any time to request a visual inspection of the Equipment and to perform periodic inventories.

7. **Security Measures.** The District may provide additional security measures as is technically possible for devices that will be used outside the District's network filters. This may include device security settings and/or software that may be used to manage and safeguard Dallas ISD's electronic resources. These tools may be used to track Dallas ISD inventory, block questionable sites, or limit access to sites when connected to the internet outside of Dallas ISD's network.
8. **Disclaimer.** While Dallas ISD uses technology protection measures to limit access to material considered harmful or inappropriate to students, it may not be possible for the district to absolutely prevent such access. Despite our best efforts and beyond the limits of filtering technology, a student may run across areas of adult content and some 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 District's network or the electronic device. Any charge(s) accrued to the user while using the District's network are the responsibility of the user. Liability and responsibility for statements made by a individual user on the internet are specific to that user and do represent the views of Dallas ISD, its employees, or members of the Board of Trustees.
9. **Title.** Title to the equipment will at all times remain with the District. Student will give 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.
10. **Insurance.** The district will provide insurance for all equipment. However, parents/guardians are responsible for cost of repair and replacement of devices that are deliberately and/or negligently damaged or stolen/lost without documentation of report to law enforcement.
11. **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 the district's written consent. The student will not give or provide any part of the equipment to unauthorized users under the use agreement without the District's written consent.
12. **Surrender of Equipment at End of Use Agreement.** The student agrees, on termination of this Use Agreement, termination of initiative assigning this equipment, student transferring to another campus, student withdrawal from the district, or at the request of Dallas ISD or principal, 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 district 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 our Police Department 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 district's asset, therefore the Dallas ISD may have to file a theft report.
13. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Use Agreement or by other written agreement. If any provision of this Use Agreement is invalid it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.
14. **Student and Parent/Guardian information workshops.** Student and parent/guardian have attended the required information workshops to receive training and orientation on acceptable use guidelines, applicable District policies, cyber safety, and the safe use and general care of the device.

I hereby agree that I have reviewed the terms of this agreement and the information provided in the Dallas ISD District Issued Electronic Device Handbook and agree to abide by them.

Student signature _____
Date

Parent/Guardian signature (for student under the age of 18) _____
Date

Home Address

City, State, Zip Code

Cell Phone No. _____ Home Phone No. _____ Work Phone No.

Email Address (if applicable)

FEE COLLECTED (IF APPLICABLE): \$ _____ **Staff Initials** _____ **Date** _____