

2024-2025 iPad Contract

This iPad Contract (“Agreement”) is entered into by and between Oakhill Day School (“School”) and the undersigned Student (“Student”) and Parent/Guardian (“Parent”), and states the agreement of the parties as follows:

Equipment Subject to Agreement:

- One (1) iPad
- One (1) iPad Charger
- One (1) Keyboard Case

Students are responsible for charging their iPad and should bring it fully charged to school everyday. Lost chargers are the responsibility of the student. Information on home cord purchasing can be found on the Apple website. <https://www.apple.com/shop/ipad/ipad-accessories/power-cables?page=1>

Device Fee: Our 6th grade families (and any new 7th or 8th grade student to Oakhill) incur a one-time equipment purchase fee of \$475. Oakhill Day School manages the iPad and you own it once your student leaves Oakhill. Device management includes all applications, K12 ITC support, 3 years of AppleCare+ insurance, a Logitech Rugged Case Combo 3 keyboard case, and a charger.

Acceptable Use Policy (AUP): The School and the undersigned Parent hereby agree that at all times the Student’s possession and use of the Equipment shall be governed by this iPad Contract and the Acceptable Use Policy provided with it. The AUP is amended from time to time by the School is deemed to be part of this iPad Contract.

Ownership: The School shall be deemed to have retained title to the Equipment at all times unless the School transfers the title. The Student shall hold no security or ownership interest in the Equipment. Likewise, the Student shall hold no security or ownership interest neither in the licenses or the installed software included with the equipment nor in the licenses to any other software that the School may from time to time install on the iPad used by the Student.

Use of Equipment: The primary use of the Equipment by the Student is for the Student’s educational programs. The Student may use the Equipment for other purposes only to the extent that such uses do not interfere with these primary uses. The Student shall abide by the School’s Acceptable Use Policies. Students are responsible for the proper care of their device, keyboard, and charger. **Violation of the School’s AUP which requires administrative correction/repair by Oakhill Day School’s Technology Department will incur a \$50 fee per incident. This amount may be increased for repeat violations.**

Care of Equipment: The Student is required to use the Equipment in a careful and proper manner, maintaining it in good operating condition. The Student shall immediately notify the

School's Technology Department if the Equipment is not in good operating condition or is in need of repair. The Technology Department will evaluate the damage and determine the course of repair in accordance with the School's service contract and the Indemnity policy (See the sections on INDEMNITY OF SCHOOL FOR LOSS OR DAMAGE and APPLECARE.) The Student shall be financially responsible for repairs due to negligence to their own equipment or another Student's Equipment. Negligence includes but is not limited to spills, drops, losing equipment, and stepping on. There should be no personal stickers and no writing on Equipment.

Compliance with Software Licenses: The Student shall not make copies of software licensed to the School. The Student is responsible for compliance with the license terms of any licensed software, and the Student agrees to indemnify, release, and hold harmless the School for any violations of such license terms.

Backup Requirements: The Student may store documents or other files on the Equipment, and the Student is responsible for making backup copies of such documents or other files. In the event of loss of such documents or other files, the School's responsibility is limited to reloading the School's standard image on the Equipment.

Right of Inspection: The Student shall make the Equipment available to the School's Technology Department as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School's normal business hours.

Loss: The Student assumes all risks of loss of the Equipment and agrees to return it to the School in the condition received from the School, with the exception of normal wear and tear. Replacement cost is the responsibility of the Student.

Warranty: Neither Apple nor the School is responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty. The Student assumes responsibility for the condition of the Equipment. The School will facilitate repairs during the school year, including filing AppleCare claims.

Indemnity of School for Loss or Damage: All repairs and replacements must be handled by the Technology Department of Oakhill Day School. If the Equipment is damaged, it must be turned in to the Oakhill Day School Technology Department where a claim will be filed under AppleCare or repairs facilitated by the Technology Department.

AppleCare+:

Full AppleCare+ documentation can be found here:

<https://www.apple.com/legal/sales-support/applecare/education/applecareplusus.html>

Each Covered Device is eligible for up to two (2) Service Events every twelve (12)-month period from the date of your Plan purchase.

Fees for repairs and/or replacements will be based on the current AppleCare+ fee schedule. Fees to replace keyboards will be based on the current cost to replace keyboards.

*Fees do not include applicable taxes payable by you.

**Keyboards are not covered under the AppleCare+ warranty and, if damaged, the replacement cost will be added to the family account.*

Agreement Modification: Oakhill Day School reserves the right to change or amend the Acceptable Use Policy immediately and without notice if, in its judgment, a situation occurs warranting an immediate amendment to the Policy. Changes will be communicated in a timely manner.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Severability: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Disclaimers: Oakhill Day School believes that the value of the information and interaction available through technology far outweighs the possibility that users may procure material that is not consistent with our educational goals. While Oakhill Day School will take reasonable measures to prohibit access to inappropriate materials, including the deployment of appropriate filtering devices, the School cannot totally restrict access to these materials and will not be held responsible if a user acquires them. **Parents are responsible for the supervision of the Student's online activities when not in the School setting.**

Acknowledgment and Agreement

The Parent hereby acknowledge and agree to the terms and conditions of the foregoing iPad Contract and the provided Acceptable Use Policy and understand that there will be consequences for any breaches of the iPad Contract and/or the Acceptable Use Policy. The Student shall not be issued an iPad until the Parent has signed and returned this acknowledgment to the School.

WE HAVE READ AND UNDERSTOOD THE FOREGOING IPAD CONTRACT AND THE PROVIDED ACCEPTABLE USE POLICY AND AGREE TO COMPLY WITH THEM.

Parent Name _____

Parent Signature _____

Date _____