

Tahlequah Public Schools Student Device Loan Agreement

Equipment Requested:

Student Device ☒

Tahlequah Public Schools ("School District") has issued/loaned certain School District equipment, more particularly described above ("Equipment"), to Student and Student's Parent/Legal Guardian (collectively "Borrower"), for educational purposes during this school year.

ACKNOWLEDGMENT OF RESPONSIBILITIES

Borrower acknowledges and agrees Borrower is not required to check-out Equipment and does so voluntarily and freely. Borrower further acknowledges and agrees that Borrower's use of the Equipment is a privilege. By entering into this Agreement, Borrower acknowledges that it is Borrower's responsibility to protect and safeguard the Equipment, to ensure that it is kept in a safe environment, and to return the Equipment in the same good condition and repair.

Borrower acknowledges and agrees that the Equipment is, and at all times remains, the property of the School District and is loaned to the Student for educational purposes for the academic school year and that the Equipment should be used in a safe, efficient and ethical manner.

Borrower further acknowledges that Borrower may lose the privilege to use the Equipment if Student and/or Parent/Legal Guardian violates any provision herein and/or uses the Equipment inappropriately.

Borrower acknowledges and agrees that the School District is not responsible for any computer or electronic viruses that may be transferred to or from Borrower's data storage medium, and Borrower agrees to use Borrower's best efforts to ensure that the Equipment is not damaged or rendered inoperable by any such electronic virus while in Borrower's possession.

Borrower acknowledges that the School District will share necessary student information with approved and trusted third-party applications. This information is made available on the school website.

Borrower **shall not**:

1. Deface or destroy the Equipment in any way.
2. Use the Equipment inappropriately or in violation of the provisions herein.
3. Install or use any software other than software owned or approved by the School District and made available to Borrower in accordance with this Agreement.
4. Copy, make any unauthorized use of, or modify any software installed on the Equipment at the time of check-out, or to use such software in any way that violates the software license.
5. Attempt to repair the Equipment or attempt to clean it with anything other than a soft, dry cloth.
6. Delete any software or remove any programs or files from the Equipment.
7. Loan the Equipment to anyone, including, but not limited to, friends, family, or Student's siblings.

Borrower **shall**:

1. Return the Equipment in good condition and repair to the District when requested by the School District and, at the latest, by the last day of school, or immediately upon the Student's withdrawal from the School District or the class(es) for which the Equipment is loaned.
2. Use the Equipment for only non-commercial purposes, in accordance with the provisions herein and all applicable local, state and federal laws, rules or regulations.
3. Notify the School District immediately in the event the Equipment is lost, stolen, damaged, or not working properly. (District Help Desk)
4. Recharge the battery for the Equipment nightly.
5. Treat the Equipment with care by not dropping it, getting it wet, leaving it outdoors, using it with food or drink nearby, or using it in horseplay.
6. Use Equipment and applications, email and all other electronic communications and abilities in an appropriate, legitimate, responsible manner, and only for academic purposes.
7. Keep all accounts and passwords assigned to Student secure.

Parent/Legal Guardian **shall** further:

1. Supervise Student's use of the Equipment at home.
2. Discuss with Student appropriate places to use and store the Equipment to ensure its safety from dropping and damage.
3. Discuss values and expectations regarding the use of the Internet and email at home and supervise Student's use of the Equipment to access the Internet and email accounts.

Tahlequah Public Schools

Student Device Protection Plan

TPS students will be issued a student device that includes a Chromebook or iPad, charging cord, and protective carrying case. The *Student Device Protection Plan* gives parents the option to purchase a **\$25 per student** protection plan covering the repair or replacement costs of the student devices. *Families are strongly encouraged but not required to participate in this voluntary program. The plan does NOT cover internet hotspots.* Payments for the protection plan will be accepted starting July 6th. Payments can be made at the students' school office or through the InTouch Portal (on the website) The plan is effective until the last day of school.

Protection Plan Coverage:

If purchased, the *Student Device Protection Plan* covers damage to the technology package items as follows:

- **100%** of the **FIRST** incident of damage or theft
- **50%** of the **SECOND** incident of damage or theft
- **0%** of any additional incident of damage or theft - After two incidents, the parent/guardian is responsible for **all** repairs and replacement costs.

This plan does not cover lost equipment, only damaged or stolen equipment.

STOLEN CLAIMS MUST BE SUBMITTED WITH A POLICE REPORT.

Evidence of intentional damage or signs the Chromebook or iPad was not

regularly carried in the district-issued case will not be covered by the insurance.
The plan does not cover cases with stickers or carvings in the plastic

Item	Without Protection Plan	With Protection Plan		
		1st Incident (100% covered)	2nd Incident (50% covered)	3rd Incident (0% covered)
Chromebook	\$250	\$0	\$100	\$200
Chromebook Screen	\$50	\$0	\$25	\$50
Chromebook Camera	\$50	\$0	\$25	\$50
Chromebook Keyboard and Trackpad	\$50	\$0	\$25	\$50
Chromebook Bezel	\$30	\$0	\$15	\$30
Chromebook Bottom or Top Cover	\$30	\$0	\$15	\$30
Chromebook <u>Damaged</u> Cases	\$30	\$0	\$15	\$30
Chromebook <u>Damaged</u> Charger	\$30	\$0	\$15	\$30
iPad	\$300	\$0	\$150	\$300
iPad Screen	\$100	\$0	\$50	\$100
iPad <u>Damaged</u> Case	\$10	\$0	\$5	\$10
iPad <u>Damaged</u> Charger	\$10	\$0	\$5	\$10

*Exact repair/replacement costs will be determined at the time of the repair, on a case-by-case basis. There may be costs not covered under warranty that may be assessed at the time of damage.

NOTE: According to the Student Device Agreement, parents/guardians who do **not** participate in the Student Device Protection Plan are responsible for the **full cost** of any damage or loss (including theft).

Buyback program for Graduating Seniors:

Senior students that purchase the protection plan and have no incidents can retain ownership of their Chromebook after graduation. Senior students who do not purchase the protection plan can purchase their Chromebook for \$50 and retain ownership of their Chromebook after graduation. Senior students who do not purchase their Chromebooks are required to return their Chromebook before graduation.

ACKNOWLEDGMENT OF LIABILITY

In exchange for the Borrower's use of the Equipment, Borrower agrees to and shall replace the Equipment at full cost or pay the School District full replacement cost of the Equipment, at School District's option, in the event the Equipment is maliciously broken or damaged at the time of check-in. The School District reserves the right to impose a lesser penalty in the event the Equipment is maliciously broken or damaged at the time of check-in. The imposition of a lesser penalty or failure to require the performance of the Borrower of any term of this Agreement shall not be taken or held to be a waiver of the Agreement or in any way affect the School District's right to enforce the Agreement. School Administration will determine repayment, forgiveness or community service.

Borrower further agrees to and shall indemnify the School District for any claims arising from Borrower's misuse of the Equipment, including, but not limited to, claims alleging infringement of copyright or other intellectual property rights.

I understand checking this box represents my signature. I acknowledge that I have read this agreement and fully understand and accept my responsibilities and liability for the equipment.

Student Name

Date of Birth

Parent/Guardian Name

Date