

# NEDERLAND ISD STUDENT TECHNOLOGY LOAN AGREEMENT

## Purpose of Agreement

Nederland Independent School District (NISD) is loaning District-owned technology to students to aid in learning. This agreement provides the terms by which students and their parents shall abide by in exchange for use of District technological Technology.

## Terms of Use

The NISD Technology Use Agreement ("Technology Agreement") sets out the terms and conditions of student use of District-owned technology outside of the traditional classroom setting.

1. **Technology.** NISD assigns the following Technology and accessories to students as needed based on grade level, Prices are Approximate:
  - Students in PreK-2<sup>nd</sup> Grade: Apple iPad with charging cord and power brick.
  - Students in 3<sup>rd</sup> – 12<sup>th</sup> Grade: Lenovo Winbook, 100e with charging cord and power brick.
  - Apple iPad: \$378
  - Apple Charging cord and power brick: \$35
  - Lenovo Winbook: \$210
  - Lenovo Charging cord and power brick: \$60
2. **Maintenance and Repairs.** Any technical or mechanical issues with loaned Technology must be reported to the District and routine repairs will be handled by the NISD Technology Department. Normal and reasonable wear and tear are expected and will not result in charges to the student. It is the student's responsibility to provide reasonable care and to coordinate required repairs resulting from more than normal and reasonable wear and tear.
3. **Lost or Stolen Technology.** When devices are off campus, Student shall keep loaned Technology in their possession at all times and shall not leave the Technology unattended in public places, at school or otherwise. The student shall make a report of any loss, misplacement or theft of Technology to their campus principal or librarian within 24 hours of discovering such loss, misplacement or theft. Failure to make a timely report may result in disciplinary action under the Student Code of Conduct as well as temporary or permanent suspension from the use of the District's technology resources. The student will not be held liable for the lost Technology unless the District has reason to believe that (1) the student or the student's parent/guardian acted in bad faith (*e.g.*, lied about misplacing the Technology, sold the Technology, or otherwise intentionally misplaced the Technology), or (2) the Technology was lost due to the negligence of the student or their guardian. In either of these circumstances, the student and/or their parent/guardian will be responsible for the cost of replacing the Technology.
4. **Appropriate Care and Use.** Student agrees that the Technology will be used in accordance with its design, and that its use will conform to all applicable laws, NISD board policies, and regulation. Student agrees not to allow the use of the Technology for illegal purposes or for operating Student's own or another person's personal or commercial business.
5. **Suspension of Technology Privileges.** A student who fails to return technology in acceptable condition forfeits the right to free Technology until all instructional materials and Technology previously issued but not returned are paid for by the student or parent/guardian.

6. **Inspection by the District.** NISD has the right, at any time, to inspect the Technology as it deems appropriate, without notice to student or parent/guardian. Student shall comply with District requests to produce Technology. Any information or data maintained on or about the Technology may be accessed or monitored at any time by the District to ensure appropriate use. Student has no expectation of privacy in the Technology or any content located on or in the Technology.

7. **Security Measures.** NISD 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 NISD's electronic resources. These tools may be used to track NISD inventory, block questionable sites, or limit access to sites when connected to the internet outside of NISD's network. Student shall not tamper or alter any security measures, protections, or settings on the Technology.

8. **Disclaimer.** Students will have access to all available forms of electronic media and communication that is in support of education, educational research or the educational goals and objectives of NISD. While NISD 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 recognizing the limits of filtering technology, a student may gain access to areas of adult content and other material that parents/guardians might find objectionable. Student is responsible for following the rules of appropriate use set out in this Technology Agreement and the Use Agreement. Student shall report inappropriate content or materials immediately to a supervising teacher.

9. **Ownership.** The Technology is the property of NISD at all times. Student or parent/guardian does not have the authority to sell, trade, lease, or otherwise assert or transmit ownership or control over the Technology.

10. **Insurance.** Student or parent/guardian may voluntarily, and at their own expense, maintain insurance coverage as determined necessary for protection of student or parent/guardian and the Technology. The existence or absence of insurance coverage on the Technology does not relieve student or parent/guardian of liability or responsibility as provided for in this Technology Agreement.

11. **Authorized User.** Student is the only authorized user of the Technology listed in Section 1 of this Technology Agreement. Student will not provide or permit access to, or use of, the Technology to unauthorized users.

12. **Surrender of Technology.** Technology must be returned by the student to which the Technology is assigned, or the student's parent/guardian. The student will be required to return the Technology at the time student withdraws from the District. The District may request return of the Technology at any other time, and student or parent/guardian shall comply with such request by returning the Technology within 3 days of the request. If the Technology is not returned in the time given, the District may contact law enforcement and report the Technology stolen.

**Parent/Guardian Acknowledgments**

1. I understand the terms of the Technology Agreement and understand any violation of the Agreement's terms may result in disciplinary action against my student or denial of further access to District technology resources.
2. I understand the devices are intended for educational use, and any misuse of the devices may result in disciplinary action or denial of privileges for my student.
3. I agree to return District-issued devices and related equipment in good working condition upon request by the District.
4. I understand that a failure to return the device subjects me to criminal prosecution or civil liability and may result in a theft report being filed with the police.
5. I understand that I may be financially liable for loss or damage to loaned devices beyond normal and reasonable wear and tear.
6. I understand all devices are District property and remain so at all times.
7. I understand that my student is required to report any loss, damage, or theft of loaned devices within 24 hours.
8. I understand that NISD may not be able to absolutely prevent my student from accessing information using the Technology that some parents/guardians may find objectionable.

***My student and I have read, understand, and will abide by the terms of the Technology Agreement. I further understand that failure to follow these expectations may result in privileges being denied, revoked, or suspended at any time and may also result in disciplinary action.***

**My signature binds myself and my student to comply with this Agreement.**

(One signature page per child.)

\_\_\_\_\_  
Print Student Name

\_\_\_\_\_  
Student ID

\_\_\_\_\_  
Campus

\_\_\_\_\_  
Printed Guardian Name

\_\_\_\_\_  
Guardian Signature

\_\_\_\_\_  
Date