

STUDENT / PARENT EQUIPMENT USE AGREEMENT

This Equipment Use Agreement is between Austin Independent School District (AISD) and:

Student _____
Last Name First Name Student ID #

Parent /Guardian _____
Last Name First Name Driver's License #

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

1. **Equipment.** AISD assigns to Student the use of the following equipment and accessories:

MODEL: Nook HD **SERIAL/AISD TAG:** According to Bar Code Assigned in SIRS!

ACCESSORIES: 30-Pin Cable, Power Adapter, Quick Use Guide

9-2014 to 5-2015

2. **Period of Possession.** The term of this Use Agreement is from _____ until transfer to another campus, or withdrawal from the district, whichever is earlier. The Student or AISD may terminate this agreement at any time by written notice.

3. **Altering or Defacing Equipment.** Student will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the Equipment. Student will not alter or remove district software, security software, antivirus software or add unauthorized and unlicensed applications.

4. **Maintenance and Repair.** AISD agrees to keep the Equipment in good repair and operating condition. 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 AISD Help Desk. **Parents/Guardians are responsible for reasonable cost of repair or replacement of deliberately damaged devices.**

5. **Use.** 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, AISD board policies, and regulations. Student agrees not to allow the use of the Equipment for illegal purposes or for operating Student's own or another's personal or commercial business. Student will conform to the terms of the Acceptable Use Agreement and Student Technology Equipment Assignment Student/Parent Manual

6. **Loss or Damage.** Acknowledging 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 AISD for the reasonable market value of the Equipment and/or accessories as of the date of loss.

7. **Inspection by the District.** The District will have the right at any time to request a visual inspection of the equipment and to perform periodic inventories.

8. **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 AISD's electronic resources. These tools may be used to track AISD inventory, block questionable sites, or limit access to sites when connected to the internet outside of AISD's network.

9. **Disclaimer.** While AISD 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.

10. **Title.** Title to the Equipment will at all times remain with the District. Student will give the District 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.

11. Insurance. Student may, at Student's own expense, maintain liability and fire insurance and such other insurance as necessary for Student's protection and protection of the Equipment. Failure to carry such insurance will not relieve Student of liability as provided for in this Use Agreement.

12. Assignment or Subletting. Student will not assign this Use Agreement or any Equipment under the Use Agreement, or any interest in the Use Agreement or Equipment, without District's written consent. Student will not give or provide any part of the Equipment to unauthorized users under the Use Agreement without District's written consent.

13. Surrender of Equipment at End of Use Agreement. 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 AISD, 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 AISD 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 asset. 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 AISD, nor does it release Student or Parent/Guardian from responsibility for the district's asset, therefore AISD may have to file a theft report.

14. 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.

15. 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 Student Technology Equipment Assignment Student/Parent Manual 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

Home Phone No.

Work Phone No.

FEE COLLECTED (IF APPLICABLE): \$ _____