

Below is the agreement that will be used during the annual registration process before the start of each school year. Signing off on this agreement will allow your student to participate in the One to One Learning Program. Please review the content carefully.

## One to One Learning - Technology Rental Agreement

**Description of Device:** iPad

**Annual Technology Rental Fee:** \$75

### Includes

- 1 Apple iPad
- 1 Protective Case
- 1 USB-1M Apple Lightning Cable
- 1 USB-USB Power Adapter/Charger

*In order to rent an Apple iPad and the resources associated with it, a student's parent/guardian must agree with the terms and conditions detailed below and indicate their understanding of this agreement before their student may be issued a device. The terms and policy detailed below is a minimum requirement for all students participating in the One to One Learning Program at all Bremen District 228 high schools.*

The following terms govern the use of the Apple iPad rented from the District and identified on this form:

1. **Ownership.** The District retains ownership of the iPad. The device/equipment must be turned over to District staff upon request for content inspection, maintenance, or other administrative or support actions. Renters must provide access and passcodes to the device upon request by any District 228 staff member.
2. **Home Use.** The student is permitted to take the iPad home at the end of the school day, on weekends and during breaks. Students that plan to return for the following school year are permitted to continue to use the iPad during the summer months.
3. **Reasonable Care.** It is the responsibility of the student and his/her parent(s)/guardian(s) to exercise reasonable care over the iPad at all times. This includes, but is not limited to, keeping the iPad within the assigned/provided case at all times, the duty to secure the iPad in a safe location and to otherwise take reasonable steps to protect it from damage and theft. For example, leaving the iPad in an unsecured location can promote theft, and leaving an iPad

unattended in a car, even if secured, can lead to damage from temperature extremes. If a technology device is damaged as a result of the student and/or his/her parent(s)/guardian(s)'s failure to exercise reasonable care, the student and/or his/her parent(s)/guardian(s) will be responsible for a replacement fee for the iPad.

4. **Student Expectations.** Students are expected to bring their iPad with them to school every day. It must be fully charged, in the provided case, and ready to be used upon arrival at school.
5. **Insurance.** Students and parent(s)/guardian(s) who pay the technology fee are automatically insured and the district provides insurance on behalf fee-waived students. The insurance provides a ceiling to any repairs or replacement fees of \$100. If the repair cost is below \$100, that amount will be charged. A majority of repairs and replacements however cost more than this \$100 and a replacement fee is around \$300 depending on the model so this insurance lowers the sudden cost of a repair or replacement.
6. **Return of Technology Device.** The District may require the student to return the iPad and/or related resources at any time, including if the student is no longer enrolled in the District or at the end of the school year. The student must return the iPad in the same condition as the District issued it. No permanent marks may be made on it or its accessories. Cases that have been decorated or modified will be required to be replaced with a clean/new case. iPad that have been decorated or modified in any way will be assessed and the student will be responsible for any fines/fees accordingly. A student who fails to produce the iPad and/or any related resources within 24 hours after such a request may be subject to discipline or other consequences. The District will impose fines for the cost or repair or the replacement of lost items. If the iPad or any of its accessories is missing or damaged upon return, the renter will be responsible for the current replacement cost, referenced below (to be determined annually by the Board):
  - a) iPad Base Price \$300
  - b) Protective Case \$30
  - c) USB-1M Apple Lightning Cable \$19
  - d) USB-USB Power Adapter/Charger \$19
7. **Stolen Property Report.** Renters understand that failing to return rental items will result in the School District charging their account the full replacement cost of the device and it's accessories. Unauthorized persons in possession of School District property are subject to prosecution under Illinois law. The rented iPad is the property of Bremen High School District 228, a state agency; the theft of the provided device may result in felony charges.
8. **Technology Fees.** The annual technology fee is nonrefundable. Once the student has taken possession of the iPad no portion of the fee will be refunded for any reason. Students that transfer in at any time during the year will be charged the full rental service amount. The technology fee will not be prorated for the shortened term and will be required to be renewed at the regular price at the start of the next school year.

9. **Buyout Option.** The assigned iPad mini 2 may be purchased from the District should a student be transferring out of the District and all other fees/charges are current. Buyout rates will be \$225 after year one, \$150 after year two, and \$75 after year three. When an iPad is purchased from the District, the ownership of it will be transferred to the parents/guardians/student. Once purchased, the iPad will no longer be eligible for the District's insurance coverage or any additional internal support services. At the conclusion of a four-year rental agreement, the device will become the property of the student for no cost if all fees owed to the District have been paid in full.

### **Technology Device Safety**

1. **Filter.** The District may filter or block any material on the iPad that the District, in its sole discretion, deems to be inappropriate, including certain Internet sites. The District may grant requests to adjust filters or unblock sites/service for bona fide educational purposes. The presence or lack of filters or blocks do not relieve the student and/or his or her parent(s)/guardian(s) of their responsibility to comply with requirements of this Agreement or the District's Acceptable Use Policy and does not relieve the parent(s)/guardian(s) of their responsibility for supervising the student's use outside of school.
2. **Safety Training.** The District provides basic training in Internet safety & digital citizenship as part of the curriculum. It is the responsibility of the student's parent(s)/guardian(s), however, to ensure the student uses the iPad in a safe and appropriate manner at all times.
3. **Supervision off School Grounds.** The District's rental of the iPad to the student does not create any duty on the part of the District to provide supervision of the use of the iPad or protection of the student regarding use of it off school grounds or outside of school hours. It is the sole responsibility of the parent(s)/guardian(s) to supervise the student's use of the iPad when off school grounds or outside of school.

### **No Expectation of Privacy**

1. **District Right to Monitor.** Users have no expectation of privacy in materials or content created, received, sent, viewed, or otherwise accessed on the iPad even if using a personal account (such as a personal webmail or social media account). The iPad may contain tracking and/or monitoring software that allow the District to obtain and record information concerning use of the iPad. The District may review and record activities on the Internet, use of personal, password protected websites and accounts, webmail, social media, or other accounts accessed on the iPad. The District may also use tracking location services or a mobile device management system to identify the geographic location of the iPad. The District may install and use such software for the purposes described above at any time, including but not limited to, if the iPad is lost, stolen or not returned. Students and/or their parent(s)/guardian(s) will not be notified individually when such software is used for the purposes described above. The District will not

actively track or monitor the use of the iPad outside the District's internal network. As a result, the District is not responsible for assisting with the recovery of any lost or stolen devices no matter where or when the loss occurs. The iPad/Apple ID accounts include access to a "Find My iPad" feature that enables the registered account holders to attempt to locate their iPad via Apple's online services. Use of the Find My iPad feature will be covered during the initial mandatory training session. While this service may be used to attempt to recover or locate a device, it does not guarantee that this application/utility will locate or recover your iPad.

2. **Passwords.** The student must provide requesting staff members with all passwords/ passcodes to the iPad and its contained software or applications upon request. Failure to provide staff with access to it may result in lost content due to the resetting process. In addition, the student may also be subject to discipline or other consequences if he or she is unwilling to provide such access.
3. **District Retention of Records Created by the Device.** The District may retain any records, including but not limited to electronic communications, such as emails and messages on personal social media accounts, from the technology device that it determines must be retained by law, including public records under the Local Records Act, school student records under the Illinois Student Records Act, and educational records under the Family Educational Rights and Privacy Act.

### **Appropriate Use**

1. **Non-School Related Uses.** The iPad is intended for use only by the student for school related/educational purposes. The student may engage in non-school related uses if such uses comply with all District policies and procedures and if such uses do not interfere in any way with the student's ability to use the iPad for school-related uses.
2. **Lending of Device Prohibited.** The student may not lend his or her iPad or related resources to anyone, including members of the student's family, for any reason. Loss or damage of the iPad while in use by anyone other than the assigned renting student will not be covered by the District insurance program.
3. **District Policies.** The student's use of the iPad must comply with all requirements of all District policies and procedures including, but not limited to, the Acceptable Use of Technology policy, other technology policies and procedures, and the student discipline code, regardless of where or when the student's use occurs. This means that any use by a student of an iPad will be subject to discipline as if the activities had occurred during school hours on school grounds, regardless of whether the conduct occurs off-campus and/or on the student's free time. The District reserves its right to block application functionality, implement security measures, change device settings, or take any other administrative or security steps, as deemed necessary in the District's sole discretion. Any attempt to modify the iPad or its equipment including, but not limited to, changing Internet access settings will be construed as a violation of the District's Acceptable Use of Technology policy.

4. **Installation of Applications.** Each student will be required to create an Apple ID. This will allow the student to download applications (apps) and content from the App Catalog/iTunes/App Store. Bremen High School District 228 may provide the students with redeemable application codes or links to applications for specific courses. These codes will be provided directly and only to the assigned student, and once redeemed cannot be transferred, reused or reclaimed. If a student's provided codes are redeemed on an alternative Apple ID, the District will not provide additional redemption codes and it will be the parent/student's responsibility to acquire the application(s) needed for use in the classroom. These Apple ID accounts should be initially created without the need for a credit card or alternative payment method provided. Parents/students may choose to associate a credit card or gift card to make additional purchases at their own discretion. There are a large number of free apps available that the District will utilize as much as possible/appropriate. Parents/guardians acknowledge that the District is not responsible for the operator's activities performed while using any applications. Any charges due to Apple or other third parties merchandise providers that are generated from within any application or content/media (aka "In-App Purchases") are the responsibility of the renter/account holder. The District is not responsible for disposition of personal applications when the device is returned. The District is not responsible for any software loaded on home computers or the effect or interaction that the iPad or its software may have on the home computer's programs or other systems.
5. **Storage Management.** Students must maintain sufficient memory to accommodate all school-required content. The iPads have a finite amount of local storage space available and required school content will take priority over personal content such as photos, videos, music or non-required apps.
6. **Revocation of Use.** The use of the iPad and the District's network is a privilege, not a right. The District may revoke the student's right to use the iPad and related services at any time it deems appropriate, including where the student violates this Agreement or District policy or procedure. Additional details provided within Bremen High School District 228's Student Handbook and Board Policies:
  - a) Student Handbook, Permissible Use of Computers
  - b) Student Handbook, General Use of District Computers, Internet & Electronic Mail Communications
  - c) Student Handbook, Consequences of Misuse of Computer Network or Internet
  - d) Board Policy 7:140, Search and Seizure
  - e) Board Policy 7:180, Prevention of & Response to Bullying, Intimidation, and Harassment
  - f) Board Policy 7:190, Student Discipline
7. **Indemnification.** The student and parent(s)/guardian(s) release, hold harmless, defend, and indemnify the District from any claims, liability, or money damages (including attorney fees) brought by a third person, the student, or the parents/guardians against the District and related

to the student's use of the iPad or the student's or parents'/guardians' breach of this agreement.

*If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.*