



ST. GENEVIEVE PARISH SCHOOLS

DEVICE LOAN TERMS & CONDITIONS

www.sgps.org | support@sgps.org

All members of the St. Genevieve Parish Schools community are required to follow the Acceptable Use Policy (AUP) when using computers, tablets, any electronic device, and the network at St. Genevieve Parish Schools or school-issued equipment.

The AUP is an Honor Code for technology. We want to be a partner in your exploration of the digital world. We are loaning your device(s) with the expectation that you will make good decisions with regard to your personal use of technology. This AUP is a guide to help you make ethical and practical decisions while using your device(s) and the network.

Your device is an academic tool. With these devices, you have anytime, anywhere access to an array of programs and tools. There are many positive opportunities available to you with an electronic device in your hands. We expect you to make responsible decisions and to use your device in a safe and respectable manner.

The actions listed below will result in disciplinary action or the confiscation of your device. St. Genevieve Parish Schools network and school-issued equipment may NOT be used for but not limited to:

- Illegal activity
- Accessing or transmitting offensive materials
- Hate mail
- Material advocating violence or discrimination
- Obtaining obscene or pornographic material
- Creating or forwarding inappropriate (mean-spirited, racist, pornographic, etc.) material
- Using another user's account with or without their permission
- Accessing or modifying other user's accounts, files or passwords
- Any actions that deliberately disrupt network service or damage equipment or data

Loaner = St. Genevieve Parish Schools (SGPS), its officers, directors, affiliates, employees, contractors, subcontractors, agents, partners, subsidiaries, and parent organizations and companies.

Borrower = Student/You.

Software. All downloaded software on your school-issued device is subject to review by the St. Genevieve Parish Schools Technology and Administrative teams.

Privacy. In order to ensure the safety and privacy of the community and its members, any member of the SGPS community who uses technology to degrade a member of the SGPS community or the reputation of the SGPS community is subject to disciplinary action up to and including dismissal.

Promoting Safety. We work with law enforcement to help everyone in our community stay safe. This sometimes means providing information to law enforcement officials that will help them respond to emergencies, including those that involve the immediate risk of harm, suicide prevention and the recovery of missing children. We may also supply law enforcement with information to help prevent or respond to fraud and other illegal activity, as well as violations of the Parent/Student Handbook.

Ownership. SGPS retains the sole right of possession of the device(s), software, data and related equipment (e.g. charger, cables, adapters, etc.). The Technology Team retains the right to collect and/or inspect/search the device at any time and to alter, add or delete installed applications.

Customization of Equipment. The borrower is not permitted to install applications on the assigned device(s) without prior approval from the technology team. No applications may be installed that facilitate disruption to the operating system (e.g. "hacking" or "jailbreaking").

Damage or Loss of Equipment. Report any damage or loss of equipment immediately to your homeroom teacher or Mr. de Guzman. Borrower will not be charged for general wear and tear to a loaned device. However, if a device or any of its parts or peripherals are lost, stolen, damaged, or otherwise not returned (when required), borrower will be responsible for the full cost of replacement and/or cost of repairs. The costs are to be determined on a case-by-case basis.

Electronic Communication. In using electronic devices to communicate, (including but not limited to: email messages, sms/mms messages, tweets, instagram, snapchat, websites, blogs, social networking sites or apps, and any other electronic communication apps or sites, etc.):

1. Always use respectful language.
2. Maintain appropriate relational boundaries in all forms of communication.
3. Never access, post or send immoral, obscene, illegal, threatening, abusive, defamatory, or profane material or pornography (adult or child) of any kind to any person.
4. Never send anonymous messages.
5. Send personal communication only in very limited instances. Remember, all communications may be monitored. Brief and occasional messages may be sent as long as it is not excessive or inappropriate, occurs only on personal time or in emergencies, and does not interfere with class time. Neither should a student use his or her own personal communication device during school/class time.
6. Treat all communication as if it were public. Communication via these forms of technology does not always remain private. It is like sending a postcard. Many people can and will read it. Some might even change it. Always use language and communicate as if you were face to face with the person.

Warranty. Loaner disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall Loaner be liable for any special, indirect, incidental, punitive, consequential, or exemplary damages relating to or arising from the use of this device whether or not either party had or should have had any knowledge, actual or constructive, that such damages might be incurred.

Standards for Equipment Care.

1. **DO NOT** do anything to the device that will permanently alter it in any way.
2. **DO NOT** remove any serial numbers or identification placed on the device.
3. Keep the equipment clean. For example, do not eat or drink while using the device.
4. **DO NOT** remove the device from its protective case.
5. **DO NOT** loan your device to anyone.

Usage Policy

1. Borrower must ensure that you comply fully with any and all local, national or international laws and/or regulations;
2. Borrower must not use our device in any way, or for any purpose, that is unlawful or fraudulent;
3. Borrower must not use our device to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;
4. Borrower must not use our device in any way, or for any purpose, that is intended to harm any person or persons in any way.
5. We reserve the right to suspend or terminate your access to our device(s) if you materially breach the provisions of this agreement or any of the other provisions of these Policies. Specifically, we may take one or more of the following actions:
 - Suspend, whether temporarily or permanently, borrower's right to access our devices;

- Issue borrower with a written warning;
 - Take legal proceedings against borrower (parent/legal guardian) for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - Take further legal action against borrower as appropriate;
 - Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - Any other actions which we deem reasonably appropriate (and lawful).
6. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these policies.

Duration

Device(s) on loan to the student is for the duration of the current school year only.
 All loaned device(s) must be returned to the technology department if:

1. Device(s) are no longer needed.
2. Device(s) are no longer required by the student to accomplish their school work.
3. Students' enrollment status is ended/terminated.

Fees

Technology Device Fee: The Technology Device Fee is \$50.00 for the entire school year. This is a non-refundable fee.

Lost/Not Returned: Any device, including its accessories and peripherals loaned to the borrower that is not returned, damaged, or non-functional will be required to be replaced by the borrower at their expense or the school will assess a charge in the full amount of the cost of the replacement to any and all items that are missing or damaged upon return.

ALL FEES ASSOCIATED WITH THIS CONTRACT ARE TO BE PAID WITHIN THIRTY (30) DAYS OF RECEIVING THE NOTICE.

Indemnity. Borrower shall indemnify Loaner against, and hold Loaner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from borrower's use of the device, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the device.

Entire Agreement. This instrument constitutes the entire agreement between the Loaner (St. Genevieve Parish Schools) and the borrower on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

Device(s) on loan to the borrower:

MAKE	MODEL	MODEL #	SERIAL #
APPLE	iPad (10 th Generation)	A2757 (T-MOBILE)	

Parents/Guardians, by signing below, you (the borrower) certify that you have read this agreement, in its entirety, that you know and understand the meaning and intent of this agreement and that you are entering this agreement knowingly and voluntarily.

Student Name

Grade

Parent/Guardian Printed Name

Contact Number

Parent/Guardian Signature

Date

Technology Department Signature

Date

Technology Department Printed Name