Agreement for Use of Instructional Technology Property

For purposes of this Agreement, "Property" means devices and/or software used for instructional purposes, "Parent" means a student's parent or guardian, and "Student" means a student enrolled in Alpine District.

Alpine School District provides Property for use by Students subject to the agreement of Students and their Parents to responsible and acceptable use of the Property for the educational benefit of the Students in accordance with the conditions outlined below.

Parent and Student hereby agree to the following:

1. Alpine School District shall permit Student and Parent, acting in the role of learning coach, to use the Property according to the terms of this agreement and the applicable sections of the Alpine District Student Acceptable Use Policy.

2. The rights of Student and Parent to use and possess the Property expire upon Student's termination of enrollment. Notwithstanding the foregoing, Alpine School District reserves the right to terminate any right to use and possession immediately if it has reason to believe that either Parent or Student is violating any term or condition of this agreement. Parent and Student shall return all of the instructional technology as instructed within five (5) days of the termination date in the same condition as delivered, normal wear and tear excepted.

3. At no time shall legal title to or ownership of any Property transfer to Student or Parent, who shall only have the rights to temporary use and possession as provided herein.

4. If the Property is not in satisfactory operating condition upon delivery, Parent agrees to inform the school within 30 days of receiving the Property.

5. Parent shall be solely liable for any loss or damage to the Property until it is returned to the District and shall take all reasonable precautions to protect it. Parent agrees to inform Alpine School District of any loss or damage to the Property from any cause whatsoever within three (3) days of the loss or occurrence of damage. Parent is responsible for costs associated with repair or replacement of the Property technology while it is on loan to Parent and Student and Parent and Student will follow all instructions of the school district or the warranty agreement with the manufacturer in maintaining, using, repairing, or handling the property. Upon report of loss or damage, Alpine School District will provide Parent with a loss report that will include provisions for Parent to pay for the replacement or repair of the Property and, upon receipt of payment by Parent or Student, will provide substitute or replacement Property. Parent agrees to contact Alpine School District before seeking third party repair or replacement of the Property.

Replacement or repair costs will be based either on the actual repair costs or on market value of the Property considering the age of the Property.

6. As required by law, Alpine School District will make provisions for content filtering of online use of the Property. Parent understands and acknowledges that the provided content filtering solution will not prevent all instances of access to inappropriate or unwanted content using the Property. Parent accepts

and acknowledges the responsibility to provide supervision of any use of the Property and to provide Student with appropriate instruction in internet safety and digital citizenship and responsibility. As the Property is intended to function outside of Alpine School District's network, no other management of the Property is provided by the District. Parent is encouraged to maintain the latest publicly available versions of operating systems and browsers, all security patches, and any other maintenance of system software. Parent is responsible for ensuring that the software settings, default configurations, and administrative privileges are maintained at the original specified settings that the Property had upon delivery and will be liable for any resulting damage to the Property, any files, and/or other software applications if these default settings are changed or modified without authorization from the school.

8. Parent is responsible to monitor the sharing of student information with third party contractors and vendors through the use of the Property. Parent is responsible to read and accept or deny the terms of use and privacy agreements for any software or online accounts Student uses with the Property. Parent may contact the school district to inquire about data privacy agreements between the District and desired vendors.

9. Parent and Student agree that:
(i) the Property may be used solely for the education of Student while Student is enrolled in Alpine District and not for the benefit of any other person or for any other purpose;
(ii) each software application provided shall be subject to, and used in accordance with, the license and/or use agreement that accompanies that software application; and
(iii) all usage of the Property shall be subject to and conform to Alpine School District policies, protocols and rules regarding technology use.

10. Parent and Student agree that Student and others will not knowingly use the Property for non-educational or inappropriate uses included but not limited to using the Property to: (i) access or distribute inappropriate materials inappropriate for or objectionable in a public school environment;
(ii) communicate using vulgar, defamatory or threatening language, graphics, or artwork;
(iii) download, upload, install or execute software without prior approval from an authorized teacher/advisor;
(iv) violate copyright or intellectual rights by knowingly downloading or distributing copyrighted material;
(v) engage in illegal activities (defined as any violation of local, state and/or federal laws). This includes but is not limited to corrupting, destroying, or manipulating system data;
(vi) operate an unauthorized business, lobby for political purposes, or execute or run non-educational gaming;
(vii) customize settings for personal use or erase, expire, or reset memory cache, web page links, or internet browser history without prior consent of Alpine School District or an authorized representative;
(xi) copy system or curriculum programs or files from the Property or the District's network without permission; or
(xii) send mass emails for non-educational purposes.

11. Parent and Student agree to indemnify, defend, and hold harmless Alpine School District, its employees, officers, directors, agents, assignees, and all affiliated companies and/or entities ("indemnified parties") from and against any and all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs and attorney fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, and losses arising directly or indirectly out of or in connection with any matter covered by this agreement, other than those directly and solely caused by Alpine School District. No indemnified party makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability, or fitness for a particular purpose, or fitness for use of the Property. In no event shall any indemnified party be liable for any of the Property. In no event shall any indemnified

party be liable for any incidental, direct, indirect, special, or consequential damages in connection with or arising out of this agreement, or the existence, furnishing, functioning, usage, or maintenance of any Property provided under this agreement.

12. Parent agrees to maintain at his or her expense adequate insurance to cover damage to the Property by fire, theft, flood, explosion, accident, act of God, or other cause, at least in the amount of the full replacement value of the Property and agrees that he or she will be financially liable for the Property regardless of the availability of insurance proceeds.

13. Parent by signing this agreement represents that he or she has the power to bind all of Student's parents or legal guardians, all of whom shall be bound by these terms. This agreement can only be amended in writing with acceptance of the Alpine School District in writing by a representative of Alpine School District. This agreement shall constitute the entire agreement between the parties with regard to the Property and any prior understanding or representation of any kind shall not be binding on either party, except to the extent incorporated herein. The waiver of any right under this agreement by either party shall not be construed as a waiver of the same right at a future time or a waiver of any other right under this agreement. This agreement shall be construed and enforced in accordance with the laws of the state of Utah.

Violation of any part of this policy will result in consequences as determined by Alpine School District. Consequences may include revocation of privileges, suspension, expulsion, or other actions deemed appropriate by Alpine School District.

I understand that violation of the provisions stated in this policy may result in suspension or revocation of the use of the Property or disciplinary action, or both, or other appropriate actions as determined by the District.

Indication of Agreement

As part of the online student information update in Skyward, parents/guardians indicate agreement on behalf of themselves and their students to abide by the terms of this document and permission for students to be issued a device for at home use.

Alternatively, parents may sign this agreement below if they choose. Parent signatures denote permission for the school to mark consent to this agreement in the Skyward

Student Signature: _____ Date:_____

Parent Signature: _____ Date:_____