The Waco Independent School District utilizes technology devices to access digital resources to assist in the teaching and learning of your student. Since technology devices and accessories are provided by WISD, steps must be taken to prevent improper use, damage, and/or loss/theft. This Student/Parent Equipment Use Agreement reviews the expectations of Waco ISD and possible consequences that may be assessed to the student and/or parent in the event of improper use, damage, and/or loss/theft.

**TERMS AND CONDITIONS:**

1. **Equipment.** The Waco Independent School District (WISD) will provide technology devices and necessary accessories for students to use that will provide authentic learning opportunities. It will be an important part of your school’s curriculum and access to digital resources that your teachers use. Depending on your campus and the academic need for your student, a technology device and necessary accessories may be available at school or issued to your student for use at school and home. Please contact your student’s campus administration regarding the availability of technology devices.

2. **Period of Possession.** The term of this Use Agreement is from enrollment to the end of the school year, or until the student transfers to another campus, or withdrawal from the district, whichever is earlier. The Student or WISD may terminate this agreement at any time by written notice.

3. **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 its use will conform to all applicable laws, WISD 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 [Waco ISD Acceptable Use Agreement](#) and Student Handbook.

4. **Assignment or Subletting.** Student will not reassign 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.

5. **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. Campuses will request to visually inspect each device and accessories at least each 2 weeks.

6. **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/or unlicensed applications.

7. **Maintenance and Repair.** WISD 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 their issuing campus. Parents/Guardians are responsible for reasonable cost of repair or replacement of deliberately damaged devices.

8. **Damage/Intentional Damage.** Acknowledging Education Code Section 31.104, a Student and/or the Parent/Guardian is liable for the cost of repair as designated in the Repair Costs chart shown below. If upon investigation, it is determined that the damage is deliberate and results in more than 50% of the value of the device, the device will be deemed a total loss, the full cost of the device will be charged to the student and/or the Parent/Guardian.

9. **Loss/Theft.** If the device is stolen on campus, the student must immediately report it to the campus administrator so the campus administrator can attempt to recover the device. If the device is stolen off campus, then the student must provide the campus administrator a copy of the police report entered by the parent no later than 2 school days after the loss was determined. If the device is not returned or is returned damaged, the Parent/Guardian will be liable for costs associated with repairing or replacing the device.
10. **Repair Costs.** The chart below lists the charges the student is responsible for the repair of devices per offense.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laptop Computer</td>
<td>$40</td>
</tr>
<tr>
<td>iPad</td>
<td>$40</td>
</tr>
<tr>
<td>Case (Computer or iPad)</td>
<td>$10</td>
</tr>
<tr>
<td>Power Adapter/Charging Cable (Computer or iPad)</td>
<td>$20</td>
</tr>
<tr>
<td>Hotspot and Charging Cord</td>
<td>$20</td>
</tr>
<tr>
<td>Headphones, Webcam, Microphone, Other (each)</td>
<td>$10</td>
</tr>
</tbody>
</table>

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. **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.

13. **Security measures.** The district provides 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 WISD’s electronic resources. These tools may be used to track WISD inventory, block questionable sites, or limit access to sites when connected to the internet outside of WISD’s network.

14. **Student and Parent/Guardian information workshops.** Students and parent/guardian must attend 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.

15. **Disclaimer.** While WISD 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 content and some material that parents/guardians might find objectionable.

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

17. **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.

I hereby agree that I have reviewed the terms of this agreement and the information provided in the Waco ISD Student/Parent Equipment Use Agreement and agree to abide by them.