

Tahlequah Public Schools Internet Hotspot Agreement

Tahlequah Public Schools ("School District") has issued/loaned a certain School District Hotspot, to Student and Student's Parent/Legal Guardian (collectively "Borrower"), for educational purposes during this school year.

ACKNOWLEDGMENT OF RESPONSIBILITIES

Borrower acknowledges and agrees Borrower is not required to check-out Hotspot and does so voluntarily and freely. Borrower further acknowledges and agrees that Borrower's use of the Hotspot is a privilege. By entering into this Agreement, Borrower acknowledges that it is Borrower's responsibility to protect and safeguard the Hotspot, to ensure that it is kept in a safe environment, and to return the Hotspot in the same good condition and repair.

Borrower acknowledges and agrees that the Hotspot is, and at all times remains, the property of the School District and is loaned to the student for educational purposes for the academic school year and that the Hotspot should be used in a safe, efficient and ethical manner.

Borrower further acknowledges that Borrower may lose the privilege to use the Hotspot if Student and/or Parent/Legal Guardian violates any provision herein and/or uses the Hotspot inappropriately.

Borrower acknowledges and agrees that the School District is not responsible for any computer or electronic viruses that may be transferred to or from Borrower's data storage medium, and Borrower agrees to use Borrower's best efforts to ensure that the Hotspot is not damaged or rendered inoperable by any such electronic virus while in Borrower's possession.

Borrower **shall not**:

1. Deface or destroy the Hotspot in any way.
2. Use the Hotspot inappropriately or in violation of the provisions herein.
3. Install or use any software other than software owned or approved by the School District and made available to Borrower in accordance with this Agreement.
4. Copy, make any unauthorized use of, or modify any software installed on the Hotspot at the time of check-out, or to use such software in any way that violates the software license.
5. Attempt to repair the Hotspot or attempt to clean it with anything other than a soft, dry cloth.
6. Delete any software or remove any programs or files from the Hotspot.
7. Loan the Hotspot to anyone, including, but not limited to, friends, family, or Student's siblings.

Borrower **shall**:

1. Return the Hotspot in good condition and repair to the district when requested by the School District and, at the latest, by the last day of school, or immediately upon the Student's withdrawal from the School District or the class(es) for which the Hotspot is loaned.
2. Use the Hotspot for only non-commercial purposes, in accordance with the provisions herein and all applicable local, state and federal laws, rules or regulations.
3. Notify the School District immediately in the event the Hotspot is lost, stolen, damaged, or not working properly. (District Help Desk)
4. Recharge the battery for the Hotspot nightly.
5. Treat the Hotspot with care by not dropping it, getting it wet, leaving it outdoors, using it with food or drink nearby, or using it in horseplay.
6. Use Hotspot and applications, email and all other electronic communications and abilities in an appropriate, legitimate, responsible manner, and only for academic purposes.
7. Keep all accounts and passwords assigned to Student secure.

Parent/Legal Guardian **shall** further:

1. Supervise Student's use of the Hotspot at home.
2. Discuss with Student appropriate places to use and store the Hotspot to ensure its safety from dropping and damage.
3. Discuss values and expectations regarding the use of the Internet and email at home and supervise Student's use of the Hotspot to access the Internet and email accounts.

ACKNOWLEDGMENT OF LIABILITY

In exchange for the Borrower's use of the Hotspot, Borrower agrees to and shall replace the Hotspot at full cost or pay the School District full replacement cost of the Hotspot, at School District's option, in the event the Hotspot is maliciously broken or damaged at the time of check-in. The School District reserves the right to impose a lesser penalty in the event the Hotspot is maliciously broken or damaged at the time of check-in. The imposition of a lesser penalty or failure to require the performance of the Borrower of any term of this Agreement shall not be taken or held to be a waiver of the Agreement or in any way affect the School District's right to enforce the Agreement. School Administration will determine repayment, forgiveness, or community service.

Borrower further agrees to and shall indemnify the School District for any claims arising from Borrower's misuse of the Hotspot, including, but not limited to, claims alleging infringement of copyright or other intellectual property rights.

TPS Hotspot Checkout Consent Form

- ✓ I certify that my child does not have adequate internet access outside of school and that the hotspot provided will be used only for the student's online educational purposes.
- ✓ I also certify that my child has not already received a hotspot from another state, tribal, or federal entity (Cherokee Nation, Affordable Connectivity Fund, etc.).
- ✓ I certify that my child is enrolled and attending Tahlequah Public schools and is in grade 2nd through 12th grade.

I have read and understand the terms and conditions of the foregoing Agreement and agree to all its terms and conditions. I certify that all the information on this form is correct, and that I have the authority to provide this consent.

Student Name _____

Parent/Guardian Signature _____ Date _____

Primary Phone _____ Work Phone _____

Primary Email _____