

Wellesley Public Schools
Wellesley Middle School 1:1 iPad Program
iPad Purchase and User Agreement

AGREEMENT by and between the Wellesley Public Schools, acting by and through its Superintendent of Schools ("WPS") and the parent/caregiver (the "Parent") of a Student (the "Student") scheduled to enroll at the Wellesley Middle School ("WMS").

The Parent enters into this Agreement on behalf of him/herself and as Parent of the Student on behalf of the Student.

WPS has initiated a Program ("Program") to provide students with the opportunity to purchase an Apple iPad while the student is actively enrolled in Grades 6-8 at the Wellesley Public Schools. This agreement relates to the personal property described in the Registration Form, together with any replacement parts, additions, repairs, and accessories now or later in or affixed to such personal property. Such personal property is collectively referred to in this Agreement as the "iPad."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parents and WPS agree as follows:

- 1. Participation Options.** The Parent and WPS agree that the Parent has chosen to participate in the Program by selecting Option (1) Purchase of an iPad ("WPS iPad Bundle") or Option (2) Bring your own Device ("BYOD") and pay for the apps associated with the program and that the Parent/caregiver has made his/her selection on the Middle School 1:1 Registration, which is being signed at the same time as this Agreement. If neither of these options is preferred, the Parent/caregiver can choose (3) Borrow a school-issued iPad ("School-Issued") at no cost.

Specific details of each year's program will be listed at
<https://wellesleyps.org/1to1program/options/>.

- 2. Grant of Sale (WPS iPad Bundle).** The Parent and WPS hereby agree that, if the WPS iPad Bundle option is selected, WPS hereby agrees to sell to the Parent and the Parent hereby agrees to purchase from WPS, the iPad described in the Middle School 1:1 Registration. Upon payment for the device and the associated sales tax, title to the device shall pass from WPS to the Parent.
- 3. Grant of Use (School-Issued).** The Parent and WPS hereby agree that, if the School Issued option is selected, the student will have access to a school-issued device for the school year. Students may use the device at school and home for the duration of the school year. The iPad remains the property of WPS and shall be returned to WPS upon request, such iPad to be in the same condition as when the Parent and the student took possession of the same, reasonable wear and tear only, excepted.

4. **Term of Agreement.** This Agreement shall begin on the date the Agreement is signed by the Parent and shall continue until the completion of 8th grade, subject to the terms and conditions set forth in this Agreement. WPS, at its sole option, has the right to advance the termination date of the Agreement to the date that the student leaves the Wellesley Public Schools, if prior to the completion of 8th grade. If a student that has purchased a device from WPS later returns to WPS, the device would be considered a (2) BYOD iPad and the responsibility for maintenance and repair is outlined in paragraph 11.
5. **Acceptance of Terms.** By executing this Agreement, the Parent and WPS hereby agree to the terms and conditions set forth in this Agreement and to those terms and conditions contained in the Middle School 1:1 Registration. The terms and conditions contained in the Middle School 1:1 Registration are incorporated into this Agreement by reference. The Parent understands, acknowledges and agrees that by signing this Agreement, the Parent agrees to participate in the WPS Program and to pay all fees and taxes outlined in the Middle School 1:1 Registration.
6. **Use of iPad.** The Parent and student agree to abide by the terms of the iPad Acceptable Use Agreement, which is incorporated herein by reference, and acknowledge that the failure to comply with directions, agreements, and covenants regarding iPad use shall constitute a breach of the obligations of the Parent under this Agreement and shall constitute a default pursuant to Paragraph 9.
7. **Payments.** The Parent agrees to make all payments set forth in the Middle School 1:1 Registration, including sales tax, on or before the identified due dates. The Parent agrees that all fees paid to WPS are non-refundable. If the Parent fails to make any payment in or within 60 days of its due date, the Parent understands and agrees to return the iPad to WPS, such iPad to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. The Parent will have 30 days to bring his/her payments current. If the account of the Parent is not made current within that 30-day period, WPS may, at its sole discretion, switch the participation option from WPS iPad Bundle to School-Issued or engage the services of a collection agent to recover the unpaid fees, plus interest and collection costs. If the account of the Parent is not made current within 90 days after the payment due date, WPS, at its option, will have the right to terminate this Agreement, under the terms of Paragraph 9.
8. **Termination of Agreement.** Time is of the essence of this Agreement and the Parent shall be in default in the event of a) the failure to make full payment of any fee and tax when due, or b) the failure of the Parent to perform any of his/her/their obligations, agreements or affirmations under this Agreement, or c) the bankruptcy or insolvency of the Parent. Upon any default by the Parent and continuing for as long as such default continues to exist, WPS shall have the right to terminate this Agreement and to require that the Parent return the iPad to the WPS, such iPad to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. Upon such termination, the Parent will forfeit all fees paid to date, if

applicable. The Parent additionally understands and agrees that WPS may charge a late fee equivalent to the cost of the purchase price or remaining user fee payments which would have been due under this Agreement had the Agreement not been terminated, if the Parent and/or Student fails to return the iPad on or before the return date required in this paragraph.

9. Notices Under this Agreement. The Parent understands and agrees that it is his/her responsibility to give electronic or written notice if there is an address change for either the Parent or the Student and/or the Student Withdraws (or is dismissed) for any reason from WPS.

10. Warranty and Indemnification Provisions. The Parent agrees to accept the iPad "as is" and acknowledges that the sole warranty for the iPad is the applicable product warranty. WPS makes no representations or warranties, express or implied whatsoever, including without limitation, as to the iPad's merchantability, fitness for a particular purpose, suitability, design, condition, durability, operation, quality of materials or workmanship, non-infringement, or compliance with specifications or applicable law, or that the operation or use of the iPad will be uninterrupted, secure or free from errors, defects, viruses, malfunctions.

In no event, shall WPS be liable to the Student, the Parent or their respective personal representatives, assigns or heirs for any incidental, special, or consequential damage of whatever nature arising out of any claim, whether in contract, tort or otherwise, alleging WPS' failure to perform its obligations under this Agreement or its breach of duty, common law or otherwise owed to the Parent. The Parent agrees that WPS shall not be liable to the Student and/or the Parent for any representation, claim, expense or loss directly or indirectly caused by any person, including WPS and their employees, agents, servants, staff, officials, committee members and contractors, or in any way related to the iPad.

11. Maintenance and Repair Warranty. The WPS iPad Bundle includes a three-year warranty or equivalent. [AppleCare+ for Schools](#) : (https://www.apple.com/legal/sales-support/applecare/education/applecareplusus_multi.html). The Logitech Keyboard Case includes a three-year limited warranty or equivalent. <https://www.logitech.com/en-us/tos/education-products-warranty.html>. Families should reach out to WPS to coordinate the warranty repairs on devices purchased. Parents that choose the BYOD option are responsible for repairing and maintaining devices owned by them. In either situation, please notify WPS that the iPad is being repaired and we can assign the student a loaner iPad.

12. Loss and Theft. For school owned iPads, if the iPad is lost or stolen, the parent/guardian should notify WPS. In the case of theft, WPS will require a copy of a police report.

13. Loaner iPad. The WPS will provide a temporary-use loaner iPad to any student whose device is undergoing maintenance, repair, or replacement, resulting from theft, loss,

malfunction, or damage. The loaner iPad will be configured for the District's network and loaded with required apps. The Parent agrees and understands that there is a limited pool of loaner iPads, and that the loaner devices will be disbursed on a first come first served basis and may not be available at all times. Parents who select the BYOD option described in paragraph 1 agree to repair or replace the iPad within two weeks. Further, the Parent understands and agrees to keep the loaner device in good working condition while in the Student's possession, and to reimburse WPS for the cost of replacing the device if lost, stolen or damaged beyond repair, or for repairing the device if damaged beyond reasonable wear and tear or as a result of intentional or negligent acts, while in the student's possession.

14. **Excusable Delays.** Dates and times by which WPS is required to render performance under this Agreement shall be postponed automatically to the extent that WPS is prevented from meeting them by any causes beyond its reasonable control. Non-performance of any of the obligations of WPS under this Agreement due to delays beyond its reasonable control shall not be considered a breach of this Agreement.
15. **Miscellaneous Provisions.** The Student and the Parent shall not assign their rights under this Agreement without the written consent of WPS, which consent may be withheld or delayed in the sole and exclusive discretion of WPS. If any provision of this Agreement is invalid under any applicable statute or rule of law, to that extent, it is deemed omitted and the remainder of this Agreement shall remain valid and enforceable according to its terms so long as the omission of such invalid term does not frustrate the purpose of the Agreement. This Agreement, with the Middle School 1:1 Registration and the iPad Acceptable Use Agreement, shall together constitute the entire agreement of the parties. No waiver or modification of any of the terms or conditions hereof shall be effective unless in writing and signed by all parties. This Agreement shall be binding on and inure to the benefit of WPS, the Parent and the Student and their respective successors and assigns. "iPad" as used in this Agreement refers to the Apple iPad and any other peripherals, software, or attachments furnished by WPS with the iPad or thereafter.
16. **Update Provisions:** Although WPS may attempt to notify the Parent when major changes are made to these Terms of Service, the Parent should periodically review the most up-to-date version of the "Wellesley Public Schools Wellesley Middle School 1:1 iPad Program iPad Purchase and User Agreement" at <https://wellesleyps.org/1to1program/11-ipad-purchase-and-user-agreement/>.

WPS may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and the Parent agrees to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

If the Parent continues to use the device covered under the "Wellesley Public Schools Wellesley Middle School 1:1 iPad Program iPad Purchase and User Agreement" on or after July 1, 2019, the Parent is agreeing to the updated terms of the "Wellesley Public Schools Wellesley Middle School 1:1 iPad Program iPad Purchase and User Agreement".

Wellesley Public Schools
Wellesley Middle School 1:1 iPad Initiative
iPad Acceptable Use Agreement

AGREEMENT by and between the Wellesley Public Schools, acting by and through its Superintendent of Schools ("WPS") and the parent/caregiver (the "Parent") of a Wellesley Public Schools student (the "Student") enrolled as a student at the Wellesley Middle School ("WMS").

The Student and the Parent agree to comply with the following limitations imposed by Wellesley Public Schools (WPS) on the use of the iPad:

1. Use the iPad as a tool for learning.
 - a. The Student is responsible for having a fully-charged iPad to use each day in school.
 - b. Teachers will determine when and if iPads will be used in class.
 - c. iPads will be used in school for academic use only.
 - d. The iPad is intended to be used by the Student at school or at home.
 - e. Parents are responsible for supervising the Student's Internet use when at home. WPS Internet filtering services compliant with the Children's Internet Privacy Act (CIPA) will also work at home.
 - f. Parents are responsible for maintaining the home network and Internet service, where applicable.
 - g. Students may be selected at random to submit their iPad for inspection. All iPads are scanned remotely on a regular basis to ensure that security has not been tampered with. The data collected is for diagnostic, usage, and locational purposes.
2. Abide by the WPS Acceptable Use Policy (<https://wellesleyps.org/technology/policies-guidelines/>) and additional items listed below.
 - a. The Student must abide by the WPS Acceptable Use Policy, regarding the use of the iPad and wireless network.
 - b. The Student may access only appropriate documents and media.
 - c. The Student may not use the device to harass, bully, cyberbully, or threaten others in any way.
 - d. The Student must use appropriate language in all communications.
 - e. The Student must not attempt to gain access to unauthorized accounts or files.
 - f. The Student must not attempt to bypass the District's web filtering. The District's mobile content filter will provide filtering in school and outside of school at all times.
 - g. The Student must abide by copyright laws. The Student must not plagiarize works, or illegally download files, music, movies or other commercial files. The Student agrees to hold WPS harmless from any such violation.
 - h. The Student must keep all personal information private, including passwords, user ID's, home address and phone numbers.

- i. The Student must not photograph or make audio or video recordings without the knowledge and consent of all those being recorded.
- j. The Student shall use due care to ensure that the iPad is not used for any illegal activity or for commercial purpose.
- k. The School District makes no guarantee that the network will be up and running 100% of the time. In the rare case that the network is down, the District will not be responsible for lost or missing data.

3. Know what you can and cannot install.

- a. Profiles installed by WPS staff should not be removed unless the Parent or Student is instructed to do so by WPS staff.
- b. Issues requiring service or repair may require that the iPad be re-imaged to restore its original configuration.
- c. All apps will be available through the Mobile Device Management system, which is loaded onto the iPad by WPS staff. No paid apps, free apps, or in-app purchases will be allowed in this model. There will be no reimbursement for apps or in-app purchases made outside of this system.

4. Take good care of equipment and files.

- a. iPads are issued and registered to specific students. The Student is responsible for his/her assigned iPad, case and accessories at all times.
- b. Students are responsible for backing up their data. The District and its employees will not be held responsible for loss of data.
- c. The Student shall not leave the iPad unattended.
- d. The iPad shall not be marked in any way with markers, stickers, etc., other than those applied by WPS.
- e. The Parent and the Student will not remove or alter any WPS or other identification labels attached to, or displayed on the equipment.
- f. The Student shall not insert foreign objects (paperclips, pens, etc.) into the ports (openings) of the iPad.
- g. The Student shall not eat or drink near the iPad and agree not to place food or drink around the iPad.
- h. The Parent or the Student shall not leave the iPad in extreme heat or cold, e.g., in a car, in these conditions.
- i. The Student shall leave the iPad in its complete protective case.
- j. The Parent and the Student shall not intentionally damage, degrade the performance, or abuse their iPad, or anyone else's iPad, in any way.
- k. The Parent and the Student shall not loan the iPad to someone else.
- l. The Parent and the Student agree NOT to try to repair iPads themselves unless directed by District support personnel. The Parent and the Student shall bring iPads for evaluation and/or repair to District support personnel.
- m. WPS offers no guarantee that student iPads will function normally while outside the Eastern Standard timezone and/or the United States.
- n. The Parent and Student agree to maintain any iPad leased or owned by the WPS in good condition, reasonable wear and tear excepted. This means that the iPad

and charger must be fully operational with no cracks, dents or breakage of the case.

5. Responsibility for the iPad.

- a. The Parent and Student are jointly responsible for the care and security of any iPad, which is assigned to the Student and is owned or leased by the WPS.
- b. Devices which are owned or leased by the WPS may not be loaned, assigned, sublet, sold, pledged or otherwise disposed of to any person or business entity, except as may be provided for under the iPad Purchase and User Agreement.
- c. WPS is responsible for repairing and maintaining all devices owned or leased by the Wellesley Public Schools, and for coordinating warranty repairs on devices purchased under the iPad Purchase and User Agreement. Parents are responsible for repairing and maintaining devices owned by them (except as provided for above), for submitting applicable insurance claims and for paying the cost of any needed repairs or device replacement, which is not covered by either warranty or insurance. In purchase years prior to the 2019/2020 school year, for leased or purchased through school devices, the Parent will be allowed 2 free incidents and then will be billed for the full cost of repair or replacement for all additional incidents.
- d. WPS will provide a loaner device to any student who chooses not to acquire a device from WPS or bring a device from home, and to any student whose device was lost, stolen or is undergoing maintenance or repair. Loaner devices are the property of WPS and must be returned to the Wellesley Public Schools at the conclusion of the loan period in the same condition as when initially borrowed, reasonable wear and tear accepted. Parents and Students understand that there is a limited pool of loaner iPads, and that the loaner devices will be disbursed on a first come first served basis and may not be available at all times. If a loaner device is lost, stolen or damaged beyond repair while in the Student's possession, or if the device is damaged intentionally or negligently, the Parent agrees to reimburse the WPS for the cost of replacing or repairing the device, including associated Peripherals.
- e. Parents must report loss or damage to any device to the 1:1 Coordinator within 48 hours of the event. In the case of theft (or suspected theft), the Parent is responsible for reporting the incident to the local police having jurisdiction within 48 hours.
- f. WPS is not responsible for any injuries, damages, penalties or losses, including legal costs and expenses, caused by the transportation, installation, use or any other matter related to the equipment.
- g. In no event, shall WPS be liable to the Student, the Parent or their respective personal representatives, assigns or heirs for any incidental, special, or consequential damage of whatever nature arising out of any claim, whether in contract, tort or otherwise, alleging WPS' failure to perform its obligations under this Agreement or its breach of duty, common law or otherwise owed to the Parent and/or the Student. The Parent agrees that WPS shall not be liable to the Student and/or the Parent for any representation, claim, expense or loss directly or indirectly caused by any person, including WPS and their employees, agents,

servants, staff, officials, committee members and contractors, or in any way related to the iPad.

6. Device Management.

- a. The parents and student agree that Wellesley Public Schools' Mobile Device Management System will interact with the iPad remotely, including, but not limited to inspecting, installing or removing profiles, viewing which applications are installed, using secure erase functions, viewing device location, and enforcing device passcodes.