

Wellesley Public Schools
Wellesley Middle School 1:1 iPad Initiative
iPad Purchase, Lease and User Agreement

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

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

The WPS has initiated a Program ("Program") to provide rising sixth grade students with the opportunity to purchase or use a leased 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."

The Parent and Student understand that WPS retains the sole option to decide not to implement the iPads for Wellesley Middle School Program if the 85% minimum threshold for program participation set by the School Committee is not met. The 85% threshold will be considered to have been met if 85% of parents agree to purchase an iPad, use a leased device, or bring an iPad from home. (The borrow option is not counted toward meeting the 85% threshold.) In the event that the 85% participation threshold is not reached, the obligations of this Agreement shall become null and void and the WPS will refund all fees paid by the Parents.

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

1. **Participation Option.** The Parent and WPS agree that the Parent has chosen to participate in the Program by either Option 1) outright purchase of an iPad ("Purchase Device") or Option 2) payment of four installments to use an iPad, which has been leased by the WPS for student use ("Lease Device"), Option 3) Bring your own Device (BYOD) (Full size Ipad 3rd generation or greater Wifi) and pay for the apps associated with the program, or option 4) Use a device in school only (School Use Only) and have a compatible device at home for platform independent homework assignments, (and that the Parent has made his/her selection on the iPad Registration Form, which is being signed at the same time as this Agreement.
2. **Grant of Sale (Purchase Device).** The Parent and WPS hereby agree that, if the participation option selected in Paragraph 1 is Outright Purchase, the WPS hereby sells to the Parent and the Parent hereby purchases from WPS, the iPad described in the iPad Registration Form. 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 (Lease Device).** The Parent and WPS agree that, if the participation option selected in Paragraph 1 is Use of a Leased Device, that the Student will be allowed to use an iPad leased by the Wellesley Public Schools, but that during the term of the lease agreement between WPS and the finance company and/or Apple, Inc., that ownership of the iPad belongs to the finance company and/or Apple, Inc. and that the Parent shall not sublease, sell or otherwise grant an individual or business any right or security interest to the iPad, or otherwise encumber Wellesley Public School's

lease with the finance company. After the WPS satisfies the conditions of its lease with the finance company and/or Apple, Inc., the Parent will have the option of purchasing the iPad from WPS for a nominal fee or returning the iPad to WPS, pursuant to Paragraph 10. The Parent and WPS additionally agree that the rights of WPS, and therefore the rights of the Parent, with respect to the iPad are subject to that certain lease agreement between WPS and the finance company and the Parent and agrees to abide by the requirements of such lease agreement and to cooperate with WPS in meeting its obligations under such lease agreement, including but not limited to making the iPad available for inspection by WPS, the finance company, and/or other parties designated by WPS upon reasonable request by WPS. Finally, the Parent acknowledges his/her responsibility for the iPad at all times during this Agreement and agrees that only the Student will use the iPad during the term of this rental.

4. **Grant of Use (School Use Option).** The Parent and WPS hereby agree that, if the participation option selected in Paragraph 1 is School Use Option, the student has access to a compatible device at home for platform independent assignments. Students will be using cloud based tools for storage of work. If students require an app on the iPad for homework, teachers can sign a release for the student to take home the iPad to complete the assignment. Students are expected to bring the release to the tech center. Upon completion of the assignment, students are expected to return the iPad to the tech center in good working condition and the iPad remains the property of WPS.
5. **Term of Agreement.** This Agreement shall begin on the date the Agreement is signed by the Parent and shall continue for three (3) school years, subject to the terms and conditions set forth in this Agreement. WPS anticipates that delivery of the iPad shall occur during the first two weeks of September. 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.
6. **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 iPad Registration Form. The terms and conditions contained in the iPad Registration Form 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 iPad Registration Form.
7. **Use of iPad.** The Parent also agrees to abide by the terms of the iPad Acceptable Use Agreement, which is incorporated herein by reference, and acknowledges 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, hereinafter.
8. **Payments.** The Parent agrees to make all payments set forth in the iPad Registration Form, 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 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. 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, 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.

9. **Student Withdrawal/Dismissal from WPS (Lease Device Option Only).** The Parent and WPS agree that if the student withdraws or is dismissed from WPS, the Parent agrees to return the iPad to WPS on or before the day the Student is first withdrawn/dismissed from WPS, in the same condition as when the Parent and the Student took possession, reasonable wear and tear excepted, as outlined hereinafter in this Agreement. The Parent also realizes and agrees that if the Student withdraws or is dismissed from WPS, that he/she will forfeit all fees paid to date, as well as the opportunity to purchase the iPad from WPS for a nominal fee at the end of the term. The Parent additionally understands and agrees that WPS may charge a late fee equivalent to the cost of the remaining user fee payments if the Parent and/or Student fails to return the iPad on or before the return date required in this paragraph or in non-working condition.
10. **Termination of Agreement.** Time is of the essence of this Agreement and the Parent and 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, as well as the opportunity to purchase the iPad from WPS for a nominal fee at the end of the term, 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.
11. **End of Term (Use of Leased Device Option Only).** The Parent understands and agrees that the iPad being provided is the property of the finance company and/or Apple, Inc. during the term of the Wellesley Public Schools' lease with the finance company. If, at the time of termination of this Agreement, a) WPS has satisfied all obligations of its lease agreement with the finance company and title for the iPad has passed to Wellesley Public Schools, b) the Parent has met all obligations, agreements, stipulations and requirements which are contained in this Agreement, and c) the Parent has made all fee payments when due pursuant to this Agreement, the Parent will be given the option of purchasing the iPad from the WPS for \$1.00, plus applicable sales tax. Ownership of the iPad will not be conveyed to the Parent until the WPS has satisfied all obligations of its Lease Agreement with the finance company, title for the iPad has passed to Wellesley Public Schools, and the Parent has made the optional final payment of \$1.00 plus sales tax to the WPS.
12. **Notices Under this Agreement.** The Parent understands and agrees that it is his/her responsibility to give written notice to the WPS Business Office at the address below 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. All notices to the parties shall be mailed or delivered to:

Director of Finance & Business Operations
Wellesley Public Schools
Attn: iPads for Wellesley Middle School
40 Kingsbury Street
Wellesley, MA 02481
781-446-6200

13. 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.

14. Maintenance, Repair, Theft and Insurance. The Wellesley Public Schools 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 in the preceding sentence). In the case of 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.

The Parent acknowledges that, in the case of loss or damage to any device covered by this Agreement, the Parent is responsible for notifying the Director of Financial Operations 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 and for submitting a copy of the police report to the Director of Financial Operations within 72 hours. All notices required by this Paragraph and copies of the police report should be directed to:

Director of Finance & Business Operations
Wellesley Public Schools
Attn: iPads for Wellesley Middle School
40 Kingsbury Street
Wellesley, MA 02481
781-446-6200
jbelliveau@wellesleyma.gov

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. 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.

15. **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.
16. **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 iPad Registration Form 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 with Retina Display (4th generation) and any other peripherals, software, or attachments furnished by Wellesley Public Schools with the iPad or thereafter.

