

Miami-Dade County Public Schools
2020-2021 Agreement for
Student Use of Mobile Device Computer



This Agreement is made by and between The School Board of Miami-Dade County, Florida (Miami-Dade County Public Schools, hereinafter "M-DCPS") and the student ("Student") and parent/guardian ("Parent") named in the upper left corner of this Agreement and takes effect on the date of signature. For the purposes of this Agreement, the term "mobile device" or "mobile device computer" shall refer to the mobile device make and model listed above along with all accompanying peripherals (e.g., power cord, battery, mouse, etc.) received with the mobile device computer or as may from time to time be provided for the Student's use under this Agreement.

Purpose of Agreement. M-DCPS is pleased to make available a mobile device computer for the Student's use in connection with his/her studies in Miami Dade County Public Schools. The Student's permission to use the mobile device is strictly subject to the terms and conditions of this Agreement.

M-DCPS and the Student and Parent agree as follows:

1. **Term of Use of the Mobile Device.** The Student shall be granted use of the mobile device computer while enrolled in Miami Dade County Public Schools, but no later than the end of current school year. M-DCPS reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' notice to the Parent or Student. The use of the mobile device shall be governed by the School Board Policy 7540.03 - *Student Responsible Use of Technology, Social Media, and District Network Systems* (<http://www.neola.com/miamidade-fl/>). The mobile device is being issued to the student solely for educational use and any use that is deemed inconsistent with this purpose as determined by school administrators or by M-DCPS personnel, or that is in violation of School Board policies, State or Federal law, or that is prohibited by Chapter 815 of the Florida Statutes will be considered a material breach of this Agreement, requiring that the mobile device be returned immediately to M-DCPS. Parties shall not create or confer any rights or obligations in or upon any third person or entity. M-DCPS expressly disclaims all warranties not stated herein.
2. **Return of Mobile Device to M-DCPS.** Student's right to use the mobile device will terminate and Student and Parent must return the mobile device to M-DCPS upon the occurrence of any of the following events:
 - a. Student's use of the mobile device expires at the end of the current school year;
 - b. Student ceases to be enrolled in Miami Dade County Public Schools;
 - c. M-DCPS provides Student with notice that the mobile device must be returned;
 - d. Student is found to have violated School Board policies, State or Federal law as provided in Section 1 above; or
 - e. Student fails to perform any of his/her obligations under this Agreement.

If mobile device is not returned, Student and Parent shall be liable to M-DCPS immediately upon demand for the payment of the full replacement value of the mobile device. M-DCPS, may exercise options as outlined in Florida State Statute for non-collection of instructional materials including, but not limited to, suspension of Student from participation in extracurricular activities or satisfaction of the debt by Student through community service activities.

3. **Loss or Misuse of Data/Information on Devices.** Protection and backup of data on the mobile device is the Parent and Student's sole responsibility. M-DCPS shall not be liable for loss data. If a device has to be restored due to a malfunction or repair, data stored on the device could be lost. At any time during the term of this Agreement and upon return of the mobile device.
4. **Alterations and Attachments.** Student and Parent may not make any alterations in or add attachments, hardware, or software to the mobile device computer absent express permission from M-DCPS, which permission is at the sole option of M-DCPS.
5. **Notification of Loss, Damage, or Malfunctioning.** Student and Parent agree to immediately notify the designate school site personnel upon the occurrence of any loss to, damage to, or malfunctioning of any part of the mobile device for any reason. If device is stolen outside of school

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premises/grounds parent shall contact the applicable municipal County police department and shall file a police report and provide a copy of the police report to designated school site personnel.

6. **Damage or Loss of Mobile Device.** Student and Parent shall be responsible for any loss or damage to the mobile device, from the time the delivery of the mobile device is accepted and until the mobile device is returned to M-DCPS. If the mobile device computer is lost, stolen, destroyed, or damaged where the repair costs exceeds the value of mobile device, then the Student and Parent shall be liable to M-DCPS immediately upon demand for the payment of the full replacement value of the mobile device at the time of loss. If part of the mobile device is damaged but repairable the Student and Parent shall be liable for the expense of repairing that item(s), if not covered by the manufacturer's warranty. M-DCPS may exercise options as outlined in Florida Statutes.
7. **Technology Recovery Fee.** Student and Parent understand and agree that they are bound by and agree to the Technology Recovery Fee schedule detailing repair costs for the different mobile devices and peripherals. The Technology Recovery Fee table can be found on the M-DCPS's Digital Convergence website at <http://digital.dadeschools.net/>.
8. **Ownership and Privacy.** The mobile device computer is and shall remain M-DCPS property. Therefore, Student and Parent shall permit persons designated by M-DCPS to examine the mobile device computer and its content at any time for any reason, including but not limited to inspection, maintenance, repair, upgrading, and/or software installation. Neither the Student nor the Parent have any right to privacy of any data saved on the mobile device or in any M-DCPS network. M-DCPS may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student devices at any time for any reason.
9. **Release of Liability.** Parent and the Student, including their heirs and assigns agree that they will release, forever discharge, indemnify, defend, and hold M-DCPS harmless from any and all claims arising from the Student's or Parent's use, misuse, or possession of the mobile device issued to the Student pursuant to this Agreement including but not limited to any and all damages whatsoever kind or nature.
10. **Survivorship, Governing Law and Venue.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees and costs. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.