

Miami-Dade County Public Schools

2017-2018 Mobile Device Agreement



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

A. Purpose of Agreement. M-DCPS is pleased to make available for the Student's use in connection with his/her studies in Miami Dade County Public Schools a mobile device computer. M-DCPS purchased these mobile devices for the sole purpose of providing them to students and faculty for educational use. The Student's permission to use the mobile device is strictly subject to the terms and conditions of this Agreement.

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) received with the mobile device computer or as may from time to time be provided for the Student's use under this Agreement.

B. Student's Rights and Responsibilities.

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 Agreement End Date. The use of the mobile device shall be governed by the School Board Policy 7540.03 - STUDENT NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY (<http://www.neola.com/miamidade-fl/>)
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 within five days upon the occurrence of any of the following events:
 - a. Student's use of the mobile device expires as provided in section B.1 above;
 - b. Student ceases to be enrolled in Miami Dade County Public Schools
 - c. M-DCPS provides Student with five days' notice that the mobile device must be returned; or
 - d. Student fails to perform any of his/her obligations under this Agreement.

At any time during the term of this Agreement and upon return of the mobile device to Miami- Dade County Public Schools, M-DCPS shall have no liability whatsoever for the loss, destruction, misuse, compromise or unavailability of any information or data existing on the mobile device computer. If mobile device is not returned, 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. M-DCPS may exhaust any and all available legal remedies in its enforcement of this Agreement.

3. **Supplies.** Student and Parent shall be responsible for and shall furnish all supplies required in connection with the mobile device computer. All supplies, including disks, and other storage media, shall meet the mobile device manufacturer's applicable specifications, and must be compatible with the mobile device's operating system, and must not be used in a manner that will cause damage to 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 written permission from M-DCPS, which permission is at the sole option of M-DCPS. This 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 District 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.
5. **Delivery and Return.** Student and Parent are responsible for the transportation of the mobile device computer, both for delivery to Student and return to M-DCPS. Delivery and return of mobile device must be made at the student's home school.
6. **Risk of Loss.** Student and Parent agree that from the time the delivery of the mobile device is accepted and until the mobile device is returned to M-DCPS in its original condition, normal wear and tear excepted, Student and Parent shall be responsible for any loss or damage thereto. If the mobile device computer is lost, stolen, destroyed, damaged where the repair costs exceeds the value of mobile device or in the event of any confiscation, seizure or expropriation by government action, or if the mobile device is not returned to the M-DCPS upon the events and within the time and manner required by this Agreement, then the Student and Parent shall be liable to the M-DCPS immediately upon demand for the payment of an amount calculated by the M-DCPS that is equal to the full replacement value of the mobile device at the time of loss. Hardware or software additions made to the mobile device at the Student's and Parent's expense are at the Student's and Parent's risk and will not be a factor in the fair market value of the mobile device. If part of the mobile device is damaged but repairable the Student and Parent shall be liable for the expense of repairing that item if not covered by the manufacturer's warranty. If payment is not received, 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. Student and parent further understand and agree that they are bound by and agree to the Technology Recovery Fee schedule included herein and which is a part of this Agreement.
7. **Notification of Loss, Damage, or Malfunctioning.** Student and Parent agree to immediately notify M-DCPS upon the occurrence of any loss to, damage to, or malfunctioning of any part of the mobile device for any reason, and M-DCPS, at its option, may then terminate Student's right to use the mobile device and any right Student may have to further participate in the mobile device program. If device is stolen outside of school premises/grounds parent shall contact the applicable municipal County police department and shall file a police report. Parent must also notify the designated school site personnel and provide the police report number.

8. **Inspection by M-DCPS.** Upon reasonable notice, Student and Parent shall permit persons designated by M-DCPS to examine the mobile device computer, at a time designated by M- DCPS.

C. M-DCPS Rights and Responsibilities

1. **Ownership of Mobile device.** The mobile device computer is and shall remain M-DCPS property.
2. **Enforcement of Manufacturer's Warranty.** Upon receipt of a written request from Student and Parent during the term of this Agreement, M-DCPS shall determine if it will take all reasonable effort to enforce any manufacturer's warranty, express or implied, issued on or applicable to the mobile device computer and which is enforceable by M-DCPS in its own name. M-DCPS will make reasonable efforts to obtain for Student and Parent all service furnished by the manufacturer in connection therewith; provided, however that, M-DCPS shall not be obligated to commence or resort to any litigation to enforce any such warranty. If any such warranty is enforceable by Student and Parent in his or her own name, upon receipt of a written request from M-DCPS during the term of this Agreement, Student and Parent shall take all reasonable action requested by M-DCPS to enforce that warranty, and Student shall obtain for M-DCPS all service furnished by the manufacturer in connection therewith. **M-DCPS SHALL HAVE NO LIABILITY WHATSOEVER FOR THE LOSS, DESTRUCTION OR MISUSE OF ANY INFORMATION, SOFTWARE OR DATA EXISTING ON THE EQUIPMENT. PROTECTION AND BACKUP OF DATA ON AND FOR THE EQUIPMENT IS PARENT AND STUDENT'S SOLE RESPONSIBILITY.**

D. Disclaimer of Warranties and Remedies & Releases

1. **Warranty Disclaimer.** Except as otherwise expressly provided herein, M-DCPS makes no warranties, either express or implied, and shall not, by virtue of having purchased the mobile device computer covered by this Agreement, be deemed to have made any representation or warranty as to the merchantability, fitness, design, or condition of, or the quality of the material or workmanship in the mobile device computer. M-DCPS expressly disclaims all warranties not stated herein. M-DCPS does not warrant that the functions contained in the mobile device computer will meet the Student's requirements, or needs, nor that the operation of the mobile device computer will be uninterrupted or error-free.
2. **Warranty Remedies.** In no event shall M-DCPS be liable to the Student, Parent or any other person for any damages, including any incidental or consequential damages, expenses, lost profits, lost savings, or other damages arising out of the use of or inability to use the mobile device computer.
3. **Release of Liability.** For and in consideration of the authorized use of the M-DCPS' property (mobile device), receipt whereof is hereby acknowledged, the parent, student, and his or her heirs and representatives, do hereby remise, release, acquit, and forever discharge the School Board of Miami-Dade County, Florida (M-DCPS), its agents, representatives, insurers, successors, employees, owners, officers, directors, administrators, affiliates, and incorporators, from any and all liabilities, causes of action, suits, debts, dues, damages, including compensatory and punitive damages, injuries, including death to any person, or damage to property, of whatever nature, sums of money, accounts, reckonings, attorney fees, bonds, bills, covenants, contracts, controversies, agreements, promises, claims, and demands of whatsoever kind or nature, in law or in equity, which the student or parent ever had, now has, or which any personal representative, successor, family member, heir, or assign of student or parent now has or may hereinafter acquire against the School Board or M-DCPS, arising, directly or indirectly, from this Agreement or from the use or

[possession](#) of the mobile device provided by M-DCPS. The parent and the student further agree that they will indemnify, defend, and hold the School Board (M-DCPS) harmless from any and all claims arising from the student's or parent's misuse of the mobile device issued to the student pursuant to this Agreement.

E. Miscellaneous

1. **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. 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.
2. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including by way of example only, the Indemnification provision, shall survive the expiration, cancellation or termination of this Agreement.
3. **Termination for Convenience.** The School Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the parent or student. In the event said Agreement is terminated for convenience as provided herein, the School Board will be relieved of all obligations under said Agreement.
4. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, 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.

Technology Recovery Fees:

Students are expected to return the computer in the same condition in which it was issued. While normal wear and tear will be taken into consideration, students who have mistreated the equipment will be subject to fines. Students will be issued financial obligations for any item that requires repair or replacement. Below are the repair costs for the different mobile devices and accessories used in Miami-Dade County Public Schools as part of the Digital Convergence Initiative.

HP Pro Tablet 10 EE G1 (Tablet)

Manufacturer	Description	Total Repair Cost*
HP	Pro Tablet 10 EE G1 (Tablet replacement only)	\$318.00
HP	Dockable Keyboard	\$ 40.00
HP	AC Power Adapter - Lost/Stolen	\$ 25.00
HP	Stylus	\$19.00
HP	Cracked or Broken Screen	\$318.00

** All prices include actual parts and labor; prices are subject to change depending on availability and industry pricing adjustments.*

- The Student shall be granted use of the mobile computer while enrolled in Miami Dade County Public Schools
- The use of the mobile device shall be governed by the M-DCPS Acceptable Use Policy.
- Mobile devices are to be utilized for educational purposes only.
- Student and Parent shall be responsible for and shall furnish supplies required in connection with the mobile devices. All supplies, including disks, and other storage media, shall meet the mobile device manufactures applicable specifications.

- Student and Parent may not make any alterations in or add attachments, hardware or software to the mobile device without the express written permission from M-DCPS.
- Student and Parent agree to immediately notify M-DCPS upon occurrence of any loss to, damage to, or malfunctioning of any part of the mobile device for any reason.
- The mobile device is and shall remain M-DCPS property.
- Student's right to use the mobile device will terminate and Student must return the mobile device to M-DCPS if Student fails to perform any of his/her obligations under the Mobile Device Agreement.
- No stickers or markings may be placed directly on the equipment.