

## Agreement Authorizing Student Use of a District-Owned Mobile Device

As part of its commitment to integrating technology into the curriculum, the board of education of Rock Creek Schools, USD 323, has purchased mobile devices and their related accessories for students' individual use. Each student will be loaned a mobile device and must bring it to school every day, just like a textbook. In order to be loaned a mobile device, you and your child must read in its entirety and sign the form below.

Access to the technology resources of the district is a privilege and not an entitlement or right, and you and your child are responsible for the appropriate care, handling, and use of the mobile device as outlined in this document.

- 1. Acceptable Use of Mobile Device.** Your child's use of the mobile device, whether at home or at school, is to be for educational purposes consistent with the curricular goals of the district and with board of education policies. By using the mobile device, you and your child agree to abide by the internet permission policy as well as all other applicable policies and the guidelines in this document. Violation of any of these policies or guidelines could result in your child's loss of the privilege of using the mobile device, discipline up to and including suspension or expulsion, and referral to law enforcement.
- 2. Loss of or Damage to Mobile Device.** If your child's mobile device is lost or damaged, you or your child must report it immediately to your child's advisor teacher. Any mobile device reported to be lost or stolen will be tracked by GPS to attempt recovery, and law enforcement will be involved as necessary. If you believe your child's mobile device requires repair, take it to the designated technical support person in your child's school. You and your child are responsible for cooperating with the district in the recovery, repair, or replacement of your child's mobile device. You and your child are responsible for any damages occurring to the mobile device as a result of accidental, intentional, and environmental damages including damages caused by other students.
- 3. Self-Insurance/Usage Fee.** For your child to be loaned a mobile device, you must pay a \$25 self-insurance/usage fee at enrollment. This fee covers the usage cost of your child's mobile device and includes one repair/replacement of your student's mobile device in the event of accidental damage. If your child is eligible for the national free or reduced lunch program, you will not be required to pay the initial fee. You will, however, be responsible for the initial self-insurance/usage fee at the first incident of damage and all subsequent fees for damages as well as lost or stolen mobile devices. Below is the fee structure for occurrences of accidental damage and lost or stolen devices.

iPad	
Occurrence	Cost
1	\$0 (Included in initial fee)
2	\$125 (half of the repair cost)
3+	\$250 (full repair cost)
Lost/Stolen iPad	\$375 per incident

Chromebook	
Occurrence	Cost
1	\$0 (Included in initial fee)
2	\$90
3+	\$175
Lost/Stolen Chromebook	\$268 per incident

Students and parents are responsible for the full replacement cost in the event of intentional damage to the mobile device or damage to the device as a result of intentional damage or modification to the protective case provided with the mobile device. The manufacturer warranty and the district self-insurance/usage fee does not cover intentional damage of the mobile device. Occurrences are recorded and tracked over the entire tenure of your student's time at USD 323 and do not reset at the end of each term. Occurrences carry over from year to year.

4. **Chargers, Charging Cables, and Cases.** If your child loses or damages the USB wall charger, the USB sync/charging cable, or the wall charger provided with the Chromebook, replacements may be purchased from the school office for the fees listed below. Your student is responsible for turning in a functioning charger and cable at the end of term. Only Apple branded chargers and cables will be accepted during iPad turn-in, and only Chromebook chargers purchased from the school office will be accepted during Chromebook turn-in.

Lost or Damaged Accessories	Replacement Cost
USB Wall Charger (iPad)	\$19
USB Sync/Charging Cable (iPad)	\$19
Chromebook Charger	\$45

If your child modifies or damages the protective case provided with the mobile device, a new case will be installed on the mobile device to ensure that it is protected, and the cost of the case will be applied to your school account balance. Below is the cost for case replacement.

Case Replacement (iPad)	\$45
Case Replacement (Chromebook)	\$20

5. **Caring for the Mobile Device.** The mobile device assigned to your child remains the property of the district and must be cared for in accordance with this agreement. In addition to the manufacturer's instructions included with the mobile device, if any, your child must care for the mobile device as follows:
- The iPad case provided may not be removed, replaced, or modified under any circumstances. This includes screen protectors.

- b. Only use a clean, soft cloth to clean the device's screen; don't use cleansers of any type except those provided in your classrooms. If the iPad's case or screen protector needs to be removed for cleaning, please take the mobile device to a member of the technology staff to have the case removed and cleaned. Never remove the iPad case or screen protector yourself under any circumstances.
  - c. Insert and remove cords and cables carefully to prevent damage to connectors. Do not put strain on charging cables especially while the mobile device is in use during charging. Strain on charging cables can result in damage to the cable as well as the mobile device's charging port.
  - d. Do not write or draw on, apply stickers or labels to, or otherwise mark up or deface the mobile device or its case. You may personalize the mobile device by setting the digital wallpaper or background.
  - e. Handle the device carefully. Screens can crack not only when dropped, but also when twisted or subjected to pressure from stepping or leaning on them. Do not place the mobile device in over-loaded backpacks as this can damage the device. If the mobile device is in a backpack, take care to ensure that the backpack is not in an environment where it could be dropped or have force otherwise applied to it that could damage the mobile device. A backpack does not provide protection to the mobile device. Don't stack other objects (books, binders, etc.) on top of the mobile device.
  - f. Don't leave the mobile device in places of extreme temperature, humidity, or limited ventilation (i.e., in a car) for an extended period of time.
  - g. Keep food and beverages away from the mobile device.
  - h. Make sure the mobile device is secure when it is out of your child's sight. Don't leave it in an unlocked locker, a desk, or other location where someone might take it. If the mobile device has been taken to a school athletic or academic event, please leave the mobile device on the bus or in another location as designated by your school chaperone where it can be monitored.
  - i. Your child's mobile device will have a district-provided asset tag to identify it. This number will also be marked on the case your child was provided. This asset tag may not be removed. If it is removed, please contact a member of the technology department immediately to have a new tag applied.
  - j. Don't "jailbreak" or otherwise disrupt the configuration of the mobile device. ("Jailbreaking" is the act of replacing the manufacturer's operating system with custom software, allowing the user to circumvent the manufacturer's security and licensing restrictions. The act of jailbreaking a mobile device voids the manufacturer's warranty and is a violation of this agreement. Removal of any district-installed configuration is prohibited and will be considered a violation of this agreement.)
6. **Using the Mobile Device at School.** Unless otherwise instructed, the mobile device is intended for use at school every day. If your child is permitted to use the mobile device at home, he/she is responsible for bringing it to school every day, fully charged. The district may not have a loaner in the event he/she forgets the mobile device.
7. **Classroom Privacy.** Photos, videos, and audio recordings are only allowed in the classroom with explicit consent from your classroom teacher. Taking photos, videos, or audio recordings

without knowledge and consent from all parties involved may result in disciplinary action at the discretion of building administration.

8. **Technical Support.** If your child's mobile device is not functioning properly, he/she should alert his/her teacher immediately. If necessary, a technical support employee of the district will assess the mobile device and attempt to correct any problems with it.
9. **Using the Mobile Device Outside of the District.** In the event your child uses the mobile device outside of the district, he/she is bound by the same policies, procedures, and guidelines as at school.
  - a. Parent Responsibility for Supervision Outside of the District. The district is not responsible for filtering inappropriate material or monitoring students' Internet activity outside of school. While your child is using the mobile device assigned to him/her outside of school, you agree to be solely responsible for supervising the use of the device, including Internet access. You may choose to limit such use.
  - b. Technical Support Outside the District. The district cannot guarantee that the mobile device will function outside the district at the same level as inside the district. Configuration of any home network connection is your responsibility and not the responsibility of the district. Any configuration applied to the mobile device that impairs its performance in school may be removed by district staff.
10. **Managing Your Files and Saving Your Work.** Work done on a mobile device is typically saved to the mobile device itself. It is your child's responsibility to make sure his/her work is not lost due to a failure or loss of the mobile device.
11. **Accessories.** The district will provide accessories necessary for use of the Mobile Device. The decision whether to purchase additional accessories (such as an extra charger, keyboard, stylus, etc.) for the device rests with you and your child. As with any personal property brought to school, the district reserves the right to disallow the use of any accessory and is not responsible for any loss or damage to personal property. In addition, the district cannot and does not guarantee that an accessory purchased at one point in time will be compatible with devices provided in the future.
12. **District-Required Software.** The district will provide any software required to use the mobile device for school purposes. This software may not be removed. The district may update, add, or remove software at any time for any reason, without prior notice.
13. **Personal Software.** With permission from the district and a legally-acquired license, your child may install additional software (apps) on the mobile device. However, the district is not responsible for providing technical support for personal software (apps), and such software may be deleted at any time for any reason.
14. **Personal Content on the Mobile Device.** Your child should be aware that any content (including, but not limited to, documents, music or audio files, and photographs) stored on the mobile device potentially could be subject to access by third parties pursuant to law or subject to discovery in a legal proceeding. In addition, personal content may be deleted in the course of routine maintenance and/or troubleshooting. It is your child's responsibility to backup all personal content stored on the mobile device.
15. **Compliance with Copyrights.** In using the mobile device, your child must follow the United States Copyright Act governing use of copyrighted material and applicable copyright law.

16. **iPad or other Apple Device.** Installation of software (apps) on an Apple device requires the use of an Apple ID. Apple IDs associated with a student under the age of 13 will be managed by the student's parent/guardian. Apps that have been purchased by the district for student use are associated with the student's Apple ID and cannot be transferred to other Apple IDs. If the student changes Apple IDs without permission from a member of the technology staff, the student and parents will be responsible for re-purchasing any apps that were originally purchased by the district and are needed for classroom use.
17. **No Expectation of Privacy.** There is no expectation of privacy for any communication made using the mobile device or for any content created or stored on the device. The district reserves the right to inspect the mobile device and its contents at any time and for any reason.
18. **Returning the Mobile Device.** Unless instructed otherwise, the mobile device (and any related accessories) must be returned to the district by the last day of the current school year. If your child withdraws from the district, you must return the mobile device prior to your child's last day of attendance. The device and accessories must be returned in operable condition, with all parts intact. If your child fails to return the mobile device and any related accessories as directed, the district may, in addition to seeking reimbursement from you, file a theft report with the appropriate law enforcement agency.
19. **Mobile Device Data as Records.** Data saved to the mobile device are not maintained by the district as public records or as student records. However, in the event data on a mobile device needs to be maintained by the district for any reason, the district will take affirmative steps to preserve it.
20. **Parents' Responsibility for Child's Compliance.** You agree to monitor and supervise your child's use of the mobile device outside of school and to make every effort to ensure your child's compliance with the obligations and responsibilities described in this agreement and in all applicable board policies related to their use of the mobile device.
21. **Waiver of Mobile Device-Related Claims.** By signing the "Mobile Device Acknowledgement" below, you acknowledge that you and your child have read, understand, and agree to follow all guidelines and policies outlined or referenced in this agreement and agree to be bound by this agreement. You also agree and represent that the mobile device (including any related accessories) was delivered in good working order and that it must be returned to the district in good working order. By signing this agreement, you waive any and all claims you or your child (and each of your respective heirs, successors, and assigns) may have against USD 323, its board of education, and its individual board members, officers, employees, and agents relating to, connected with, or arising from the use of the mobile device or this agreement.
22. **Indemnification for Mobile Device-Related Claims.** To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless USD 323, its board of education, and its individual board members, officers, employees, and agents from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the mobile device or this agreement.

## Mobile Device Acknowledgement

STUDENT'S NAME: \_\_\_\_\_ GRADE: \_\_\_\_\_

**Parent Agreement.** I am the parent/guardian of the student listed above, and I acknowledge that I received, read, and understand the Agreement Authorizing Student Use of a District-Owned Mobile Device including its waiver and indemnification provisions. Further, I understand that:

- My child is responsible for bringing the mobile device issued to him/her to school every day, fully charged, and for taking care of and properly using the mobile device.
- My child's failure to care for the mobile device or his/her improper use of the mobile device may subject him/her to disciplinary action, loss of the privilege of using the mobile device, and referral to law enforcement.
- I am responsible for monitoring and supervising my child's use of the mobile device, including its access to the Internet, outside of school.
- I am financially responsible for any damage to or loss of the mobile device assigned to my child.
- I am responsible for ensuring my child's compliance with the terms of the Agreement Authorizing Student Use of a District-Owned Mobile Device.

\_\_\_\_\_  
Parent's Name

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date

**Student Agreement.** I agree that I received, read, and understand the Agreement Authorizing Student Use of a District-Owned Mobile Device. I understand that:

- I need to bring the mobile device to school every day, fully charged.
- I need to take care of the mobile device and use it properly.
- If I do not care for the mobile device or I use it improperly, I may not be allowed to use the mobile device any more, may be disciplined at school, and may be referred to the police in serious cases.
- I am responsible for using the mobile device and the Internet appropriately, both at school and outside of school.
- My parents will have to pay for any damage to my mobile device or to replace my mobile device if it is lost.
- I will follow all the directions in the Agreement Authorizing Student Use of a District- Owned Mobile Device.

\_\_\_\_\_  
Student's Name

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date