

## PITT COUNTY SCHOOLS STUDENT DEVICE AGREEMENT

### **Purpose:**

Pitt County Schools (“PCS”) will provide a device to students to support both in-person and remote teaching and learning. Devices provided to students remain the property of PCS and are provided to allow students to access digital tools, communicate with teachers and other learners, build college and career readiness, and receive a personalized educational experience. As a condition of borrowing a device from PCS, Student and Student’s Parent/Guardian acknowledge and agree that they are making a commitment to responsibly care for the device and keep it in good condition, practice good digital citizenship, and make responsible decisions when using the device. Additionally by signing this agreement, Student and Student’s Parent/Guardian acknowledge and agree that this Agreement applies regardless of whether such use occurs on or off school district property and further that they are bound to and will abide by the following terms:

### **Terms of Agreement:**

1. **Privilege:** The use of district technology is a privilege, not a right, and unacceptable use may result in the cancellation of that privilege as well as disciplinary and legal action.
2. **Acceptable Use:** The use of district technology will be for educational purposes only, and any use of this device must be in full compliance with acceptable use as outlined in the PCS Code of Student Conduct and Pitt County Board of Education Policies 3220 (“Technology in the Educational Program”) and 3225/4312/7320 (“Technology Responsible Use”). Additionally, the Student is reminded that PCS devices, networks, and digital resources are not to be used in any manner that violates of Pitt County Board of Education Policy 1710/4021/7230 (“Prohibition Against Discrimination, Harassment, and Bullying”) or any other Board of Education Policy, the Code of Student Conduct, any other school rule, and all applicable legal requirements.
3. **Responsible Use of the Device:** Access to the device and digital resources requires students to practice good digital citizenship and make responsible decisions.
4. **Student Is Only Authorized User:** The device is only for the use of the Student to which it is assigned. The Student will not share the device assigned to them with any other person or borrow a device.
5. **Device Alteration Prohibited:** The Student will not physically alter the device in any way, including but not limited to adding stickers, labels, or removal of any district-issued protective case, if provided.
6. **Student Will Use the Same Device Over Multiple Academic Years:** The Student will be assigned and use the same device for grades K-2, 3-5, 6-8, and 9-12. Near the conclusion of each academic year, the Student will return his/her device to the school so that PCS may undertake necessary upgrades and maintenance over summer break.
7. **Theft and Damage:** Theft of the device or damage to the device must be promptly reported to school personnel within 24 hours of the incident. Theft of the device must be reported to the school and law enforcement. The Student and Student’s Parent/Guardian will assume the full risk of loss of the device due to theft, destruction, or damage caused by intentional misuse, accidental damage, or failure to take reasonable precautions to secure the device.
8. **Repair and Replacement:** The Board of Education has approved a \$25.00 annual technology fee. If the annual technology fee is paid, the Student and Student’s Parent/ Guardian will be charged as follows for theft, destruction, or damage to the device:

- a. 1st minor damage incident - no cost
- b. 2nd minor damage incident - \$25.00 charge
- c. 3rd minor damage incident - full cost of repair/replacement
- d. Major damage incident/ theft - full cost of repair/replacement minus \$25.00
- e. Damage from intentional misuse - full cost of repair/replacement

If the annual technology fee is not paid the Student and Student's Parent/ Guardian will be responsible for the full cost of all repairs to the device or replacement of the device. Cases (if provided) and chargers are not covered by the annual technology fee. Damage to or destruction/loss/ theft of the case or charger are the sole responsibility of the Student and Student's Parent/ Guardian.

- 9. Consequences for Breach of This Agreement:** The Student is expected to follow PCS Policies, rules, and guidelines at all times when using PCS devices, network, and digital resources. Unlawful activity will be reported to the appropriate authorities. The consequences for the Student engaging in unacceptable use in violation of this PCS Student Device Agreement and related policies include but are not limited to: suspension or revocation of PCS network privileges, suspension or revocation of device or Internet access, suspension or expulsion, and/or civil and/or criminal action.
- 10. No Privacy Expectation:** The device, data files, email, and Internet use of all users is the property of PCS. No user of the device has any right to privacy of any data saved on the device or any PCS network. PCS has the right to access, manage, and inspect the content of any device at any time, and the Student shall deliver the device to PCS staff upon request.
- 11. Security:** PCS has set up each device to be CIPA compliant. Student and Student's Parent/Guardian may not make any digital alterations to the device or additions including but not limited to attachments, hardware, or software.
- 12. Limitation on Liability/ Indemnification:** Access to the device and digital resources requires the Student to maintain personal responsibility. PCS will not be responsible for any damages suffered by the Student or any unauthorized user in connection with the use of the device. Student and Student's Parent/Guardian agree that they will indemnify and hold harmless PCS and PCS personnel from any and all claims arising from the student's or parent/guardian's use, misuse, or possession of the device including but not limited to any and all damages whatsoever of any kind or nature.
- 13. No Ownership Interest:** PCS reserves the right to delete, without notice, any material on the device or online that violates this Agreement. The Student does not have any right to retain/ an ownership interest in any material on the device or online that violates this Agreement.
- 14. Amendments to Agreement:** PCS reserves the right to change the terms and conditions of this Agreement and any related Board policies and administrative regulations referenced herein. Any changes will be posted on the PCS website. Continued use of the device or digital tools will constitute the user's acceptance of the amended terms.
- 15. Return of the Device Prior to Conclusion of Academic Year:** The device must be returned immediately as requested by PCS or upon the Student transferring out or unenrolling from PCS.
- 16. Role of Parents/Guardians:** Parents/guardians are asked to discuss responsible use with their children and to contact school staff with questions about these guidelines or device usage.
- 17. Device Usage Reminders:** PCS is providing the Student and Student's Parent/ Guardian with a document entitled PCS Device Usage Reminders to remind them of their obligations under this

Agreement. Should there be a conflict in the document and the terms of this Agreement, this Agreement controls.

<b>School</b>	<b>Device Type (circle one)</b>
	iPad      Chromebook
<b>Serial Number</b>	<b>Tag Number</b>
<b>Device Condition</b>	
<b>PCS Employee Distributing Device (print first &amp; last name)</b>	<b>Date Device Distributed</b>

**TO BE COMPLETED BY STUDENT AND STUDENT’S PARENT/GUARDIAN**

Your signatures verify that you agree that the device you are borrowing is in the condition described in the table above and further that you have read and understood the terms of this Agreement, including your obligation to reimburse PCS for the repair or replacement of the device as described in Paragraph 8.

<b>Student Name (print)</b>	<b>Student Signature</b>	<b>Date</b>
<b>Parent/Guardian Name (print)</b>	<b>Parent/Guardian Signature</b>	<b>Date</b>

As the Student’s Parent/ Guardian (or Student if 18), my initials below indicate that I agree to the terms of this agreement and

<b>Initials</b>	
	Am including cash, check, or money order for the annual \$25 Technology Fee, or I have paid online if that option is available at my child’s school.
	Will pay \$5 per month for the next 5 months for the annual Technology Fee. I am making the first \$5 payment via one of the methods listed above.
	Am opting not to pay the \$25 Technology Fee. I understand and agree that I will be responsible for the cost of all repairs to or replacement of the device, case (if applicable), and charger.

## PCS Device Usage Reminders

### Students -

- I understand that the device is PCS property and subject to inspection and search at any time and without cause.
- I understand that the PCS Student Device Agreement applies both on and off school district property.
- I will not remove, alter, or change any part of the device including removing or adding software/apps.
- I will not remove barcodes, serial numbers, or other manufacturer/school labels, and I will not personalize the device with stickers, markers, paint, or any other substance.
- I am accountable for knowing where my device is at all times. I will not leave it unattended outside, in a vehicle, or in an unsecure location.
- I am responsible for the care of my device at all times and will not expose it to food and drink or other damaging substances.
- I will not loan my device or charger to others, and I will not borrow another person's.
- I will not share my login information with others or use other people's logins.
- I will interact with all others in a respectful and courteous manner when using my device.
- I will bring my device to school each day fully charged.
- I will use my device for educational purposes only in accordance with the [PCS Code of Student Conduct](#) and related Board policies.
- I will report theft, loss, or damage of my device to school personnel within 24 hours of the incident. I will report theft of my device to the school and law enforcement.
- I will return my device, case (if applicable), and charger clean and in good working condition to PCS at the end of the school year, upon withdrawing from PCS, upon request by PCS, or if my user privilege is revoked. I may be charged a fee if my device is not clean and in good condition.

### Parents/Guardians -

- If the device, case (if applicable), and/or charger are lost, damaged, or stolen, the Student and Student's Parent/Guardian are responsible for the repair or replacement cost. In case of theft, a police report must be filed.
- I understand that my child is responsible for bringing their device to school fully charged every day and that devices will remain at school during the summer break.
- I have read and discussed this agreement and PCS Board of Education Policies 3220 ("[Technology in the Educational Program](#)") and 3225/4312/7320 ("[Technology Responsible Use](#)") with my child.