PITT COUNTY SCHOOLS 21-22 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 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 assigned to someone else.
- 5. Repair and Replacement:
 - a. **Technology Fee:** There is a \$20.00 annual technology fee. If the annual technology fee is paid, the Student and Student's Parent/Guardian will be charged as follows for device repair/replacement:
 - i. 1st incident covered by technology fee (no cost)
 - ii. 2nd incident half the cost of the repair/replacement
 - iii. 3rd incident full cost of repair/replacement
 - iv. Not covered by tech fee: Lost device, theft (due to negligence), pest infestation, bodily fluids, 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. Tablet protective cases (if provided) and chargers are covered by the first incident.

- **b. Damage Costs:** The following charges will apply for damage, repair, and/or replacement if the annual technology fee is not paid or after the first incident if the annual technology fee is paid:
 - i. Broken/cracked screen: \$100
 - ii. Charger: \$30
 - iii. Chromebook case/shell: \$90
 - iv. Daughterboard: \$80
 - v. Headphone jack: \$30
 - vi. Keyboard: \$150
 - vii. Out of service device repair/replacement: \$50
 - viii. Tablet case: \$40
 - ix. Touchpad: \$80
 - x. Major damage, lost device, theft (due to negligence), pest infestation, bodily fluids: full cost of device (\$200 for Chromebooks, \$300 for iPads)

- **6. 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.
- 7. Students May Use the Same Device Over Multiple Academic Years: Students may be assigned the same device for multiple school years and will need to be responsible for the device during that time. Near the conclusion of each academic year, the Student will return their device to the school so that PCS may undertake necessary inventory, upgrades, and maintenance over summer break.
- 8. 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. A copy of the police report must be submitted to the school. The Student and Student's Parent/Guardian will assume the full risk of loss of the device due to theft (due to negligence), destruction, or damage caused by intentional misuse or failure to take reasonable precautions to secure the device.
- **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 device 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. PCS has the right to geolocate the device at any time.
- 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.
- **18. Device Exceptions:** This agreement only covers Chromebooks and Tablets. The school is responsible for creating a separate technology fee and device agreement for any other devices.
- **19. Access to Device During Quarantine:** Students who must quarantine for medical reasons may take a PCS device home for virtual learning during the quarantine period. The device must be returned to the school after the end of the quarantine period, and students will be responsible for any and all damage incurred during that time according to Section 5.

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 the 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 is lost, intentionally damaged, or stolen (due to negligence), 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 ("<u>Technology in the Educational Program</u>") and 3225/4312/7320 ("<u>Technology Responsible Use</u>") with my child. Policies can be found at <u>pittschools.org</u>.

PITT COUNTY SCHOOLS STUDENT DEVICE AGREEMENT SIGNATURE PAGE

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 below 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 5.

Student Name (print):	Student Signature:	Date:
Student's Grade:	Student ID #:	Homeroom or 1st period teacher:
Parent/Guardian Name (print):	Parent/Guardian Signature:	Date:
Parent/Guardian Phone Number:	Parent/Guardian Email Address:	Home Address:

Parent/Guardian, **choose one** of the following choices:

CHOOSE ONE. Initial next to your choice.		
	I am paying the annual \$20 Tech Fee online at pes.schoolcashonline.com or am paying cash, check, or money order today. (Please present a digital or printed receipt if paid online.)	
	I am opting NOT to pay the \$20 Technology Fee. I will be able to use a device at school but will not be able to take a device home. 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 if damaged at school.	

TO BE COMPLETED BY SCHOOL PERSONNEL

School	Device Type (circle one)	
	Tablet Chromebook	
Serial Number	Tag Number	
Device Condition (circle one)	If Used, note any issues (missing keys, etc)	
New Used		
PCS Employee Distributing Device (print first & last name)	Date Device Distributed	
Tech Fee (circle one)	Accessories Received (circle all that apply)	
Cash Check Money Order Paid Online Opted Out	Charging Cord Brick Tablet Case	