

**STUDENT/PARENT MOBILE DEVICE AGREEMENT- MADISON COUNTY SCHOOLS****Terms and Conditions of Use**

The student and the student's parent/guardian certify that they have thoroughly read, understand, and accept the following terms and conditions which will govern the student's possession and use of mobile device computer (Laptop, tablet, Chromebook, iPad, etc.) issued to the student by the Madison County School System (MCSS). The student and the student's parent/guardian also certify that they will comply with these terms at all times while the mobile device is in their possession or under their control.

**General Terms & Conditions**

The mobile device is being made available to the student on the terms and conditions described in this document only for purposes of educational services provided by the Madison County Schools. Because the device is school property and intended only for approved educational uses, student's use of the device will be governed by this document and the rules, policies, and guidelines at all times and in all locations, both on and off campus and both during and outside of instructional time.

- Mobile devices are at all times property of Madison County Schools.
- Madison County Schools may recall devices and/or place restrictions on student's use or possession at any time and for any reason without prior notice.
- Students or parents/guardians will immediately surrender the device to the teacher or administrator at any time requested.
- Madison County Schools reserves the right to change terms or conditions of possession or use of device or impose new restrictions on use or possession of device, at any time.
- Student's possession and use of device is subject at all times, on and off campus, to terms and conditions described in this document, and any additional rules, regulations, and restrictions that may be imposed from time to time by the Madison County Schools.
- Student's possession and use of devices is governed at all times, both on and off campus, by all applicable policies and procedures, including but not limited to the Technology and Acceptable Use Policy.
- Student and parent/guardian certify they have reviewed and understand this agreement and further certify they are aware of Board policies available on system's website and their responsibility to inform themselves as to any policies that might apply to the student's use or possession of device and to comply with those at all times.
- Under no circumstances will students use device or permit it to be used in furtherance of any of the following: crime; fraud; threat; defamation; plagiarism; copyright, patent, or trademark infringement; illegal downloading; theft of intellectual property; gambling; accessing, viewing, or transmission of pornographic or violent images or content; illegal or unauthorized accessing or use of data; bullying or harassment (including cyber-bullying); malicious internet activities (including "hacking" of other computers or websites); advertising or commercial activities; abusive or insulting communications; or any unlawful activities of any kind.
- Under no circumstances will the student use device, or permit device to be used, to access any networks, websites, or online resources not approved and will follow all current internet filtering policies.
- Students and parent/guardians acknowledge they are solely responsible for ensuring the student's use to access the internet while off campus will be safe and responsible and in compliance with all applicable laws, policies, rules, and regulations.
- Students and parent/guardians will hold Madison County Schools and employees harmless for any harm that may come to the student or any person as a result of the student's off-campus internet activities.
- Should the student inadvertently gain access through the mobile device to any confidential information about students or staff members, including but not limited to course work or grade information, the student will immediately report the incident to the school principal and will not share information with any person.
- Students will not share devices with any person unless expressly authorized to do so by a Madison County Schools teacher or administrator.
- Students will not loan the device to any person, including another Madison County Schools student, without prior written authorization from the principal.
- Any violation of terms or conditions set forth or referenced in this document may result in possession or use of device being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of Madison County Schools.
- Student's possession and use of device is a privilege, not a right and by signing this document, the student and parent/guardian acknowledge they have no right or entitlement to possession or use of device and that neither this document nor any conversation, correspondence or understanding between themselves and any

representative of Madison County Schools, gives them any ownership or contractual rights of any kind whatsoever to the device.

**Care, Maintenance & Inspections**

- Under no circumstances will the student delete, uninstall, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on the device by the Madison County Schools.
- Device may be inspected at any time by Madison County Schools officials, with or without prior notice, either in person or remotely via the internet or network connections, for purposes of maintenance and/or to monitor the student’s use of device (including any email communications and internet activities) to determine whether the student is complying with the terms and conditions set forth or described in this document.
- Students and parents/guardians acknowledge that they have no reasonable expectation of privacy to any data or information of any kind contained on the device, which shall at all times remain the property of Madison County Schools and which is intended to be used only for school purposes.
- Student and parent/guardian further acknowledge that if any such inspection reveals evidence that the student has violated the Code of Student Conduct or any criminal law, such evidence may be used in support of a disciplinary action against the student and/or shared with law enforcement.

**Loss, Theft, & Damage**

The device is a valuable piece of property that is being made available to the student by MCSS for purposes of advancing the student’s education. The student is responsible for ensuring that the mobile device is kept safe and secure at all times while it is in the student’s possession or under the student’s control.

- Under no circumstances will the student leave the mobile device unattended at any location, either on or off campus, unless it is safely secured at the student’s home or locked in the student’s school locker.
- Under no circumstances will the student leave the mobile device in the care or custody of any person other than the student’s parent or guardian or a Madison County Schools teacher or administrator.
- If a device is lost, stolen, damaged or malfunctioning in any way, the student will immediately report the problem to the teacher or principal.
- If a device is damaged or malfunctioning in any way, Madison County Schools may charge for repair of labor and parts to the student.
- If a student believes a device has been stolen, the student and parent/guardian will immediately file a report with law enforcement and request a written copy of the incident report filed by the law enforcement officer.
- As soon as possible after reporting the device stolen, the student will provide a copy of the incident report to the principal, along with details about the incident and the name and telephone number of the investigating officer.
- Madison County Schools will investigate incidents of mobile devices reported as lost and may refer any such incidents to law enforcement.
- Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell a Madison County Schools owned device will be vigorously prosecuted to the fullest extent.
- Madison County Schools reserves the right to decline to issue a replacement mobile device if it determines, in its sole discretion, that the risk of loss or damage to the replacement device is unacceptable.
- Decision not to issue a replacement device shall not excuse the student and his parent/guardian from any fees associated with the loss, theft, or damage of any previously-issued Madison County Schools devices, given that fees are intended to help offset the actual cost to the Madison County Schools of repair or replacement of Madison County Schools property.
- The person(s) responsible for damaging or vandalizing a device will be assessed a fee to cover the cost of repair for each returnable incident.
- Anyone who intentionally vandalized a Madison County Schools device, altering the appearance device, including, but not limited to, by paint, ink, chemical, or physical means may be responsible for the full replacement cost of another device and will be subject to a Class II disciplinary sanction including alternative school and/or out-of-school suspension.
- Students will always be responsible for replacing lost or damaged chargers and cases at replacement cost (\$20.00 - \$50.00) each.

**BY BORROWING AND TAKING HOME A DEVICE OWNED BY MADISON COUNTY SCHOOLS YOU AUTOMATICALLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_