

Enrollment and Annual Agreement for Student Use of Mobile Devices

This Agreement is made by and between East Hartford Public Schools (hereinafter "EHPS") and the student ("Student") and parent/guardian ("Parent") named in the Agreement and takes effect on the date of signature. For the purposes of this Agreement, the term "mobile device" (device) shall refer to the device make and model listed below along with all accompanying peripherals (e.g., power cord, battery, etc.) received with the device or as may from time to time be provided for the Student's use under this Agreement.

Purpose of Agreement:

EHPS is pleased to make available a device for the Student's use in connection with his/her studies in East Hartford Public Schools. The Student/Parent/Guardian enter into a contract with EHPS for permission to use the device in accordance with the terms and conditions of this Agreement. EHPS and the Student/Parent/Guardian agree as follows:

1. Term of Use for the Device:

The Student shall be granted use of the device while enrolled in East Hartford Public Schools, but no later than the end of current school year. EHPS reserves the right to terminate the Agreement at any time and for any reason. The use of the device shall be governed by School Board Policy 5131.83 - Student Use of the District's Computer Systems and Internet (<https://easthartford.org/common/pages/DisplayFile.aspx?itemId=25264475>). The 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 EHPS personnel, or that is in violation of School Board policies, State or Federal law will be considered a material breach of this Agreement, requiring that the device be returned immediately to EHPS. Parties shall not create or confer any rights or obligations in or upon any third person or entity. EHPS expressly disclaims all warranties not stated herein.

2. Return of Device to EHPS:

Student's right to use the device will terminate and Student/Parent/Guardian must return the mobile device to EHPS upon the occurrence of any of the following events: a. Student's use of the device expires at the end of the current school year. b. Student ceases to be enrolled in East Hartford Public Schools. c. EHPS provides Student with notice that the device must be returned. d. Student is found to have violated School Board policies, State or Federal law as provided in Section 1 above; or e. Student fails to perform any of his/her obligations under this Agreement. If the device is not returned, Student and Parent shall be liable to EHPS immediately upon demand for the payment of the full replacement value of the device. EHPS, may exercise options as outlined in School Board Policy 6161.83 – Equipment, Books and Materials <https://www.easthartford.org/common/pages/DisplayFile.aspx?itemId=19839239> 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.

3. Students must adhere to Student Expectations for Digital Citizenship document:

https://docs.google.com/document/d/1WzrnSkw5_162B7ZrTuV4NEoCj7NIOTao4g3u4N4cSz4/ If the student does not adhere to the Student Expectations for Digital Citizenship document the device will be returned immediately in good condition to the administration at the school, they attend.

4. Loss or Misuse of Data/Information on Devices:

Protection and backup of data on the device is the Parent and Student's sole responsibility. If a device must be restored due to a malfunction or repair, data stored on the device could be lost. The district is not liable for any data that may be lost at any time during the term of this Agreement and/or upon return of the device.

5. Alterations and Attachments:

Student/Parent/Guardian may not make any alterations in or add attachments, hardware, or software to the device absent express permission from EHPS Information Technology department.

6. Notification of Loss, Damage, or Malfunctioning:

Student/Parent/Guardian agree to immediately notify the designate school site personnel upon the occurrence of any loss to, damage to, or malfunctioning of any part of the device for any reason. If device is stolen outside of school premises/grounds the Parent/Guardian shall contact the East Hartford police department and shall file a police report and provide a copy of the police report to designated school site personnel.

7. Damage or Loss of Device:

The Student/Parent/Guardian shall be responsible for any loss or damage to the device, from the time the delivery of the device is accepted and until the device is returned to EHPS. If the device is lost, stolen, destroyed, or damaged where the repair costs exceeds the value of device, then the Student/Parent/Guardian shall be liable to EHPS immediately upon demand for the payment of the full replacement value of the device at the time of loss. If part of the device is damaged but repairable the Student/Parent/Guardian shall be liable for the expense of repairing that item(s), if not covered by the manufacturer's warranty.

8. Technology Recovery Fee:

Student/Parent/Guardian are bound by and agree to the Technology Recovery Fee schedule detailing repair costs for the different devices and peripherals. The Technology Recovery Fee table can be found on the EHPS's Information Technology website listed as:
EHPS Recovery Fees for 1 to 1 Student Devices

EHPS Agreement for Recovery Fee for Mobile Devices

Students are expected to return the district-issued mobile devices and device peripherals in the same condition in which they were issued. While normal wear and tear will be taken into consideration, students who have mistreated the equipment will be responsible for repair or replacement costs and will be issued a financial obligation to cover the cost of repairing or replacing the equipment. The Technology Recovery Fees chart below provides a list of the most common repair costs for the different mobile devices used in East Hartford Public Schools as part of the District's 1:1 Initiative. It is not a comprehensive list, and any other damage not included in the list

below will be assessed and assigned a fee according to the damage. Prices listed below include both part(s) and labor. Prices are subject to change based upon availability and industry pricing adjustments. If combined repair costs of individual components exceed the "Device Replacement" cost, the student will be assessed only the "Device Replacement" cost.

Mobile Devices Technology Recovery Fees

*Fees for Chromebook: Device Replacement: \$249.00, Trackpad Replacement: \$35.00, Base Enclosure/Motherboard: \$100.00, Keyboard: \$35.00, Charger: \$20.00 and Screen: \$20.00, Carrying Bag/Case: \$30.00 Other: According to damages

9. Ownership and Privacy:

The device computer is and shall remain EHPS property, therefore, Student/Parent/Guardian shall permit persons designated by EHPS to examine the device and its content at any time for any reason, including but not limited to inspection, maintenance, repair, upgrading, and/or software installation. The Student/Parent/Guardian do not have any right to privacy of any data saved on the device or on any EHPS network

10. Release of Liability:

Student/Parent/Guardian, including their heirs and assignees agree that they will release, forever discharge, indemnify, defend, and hold EHPS harmless from any and all claims arising from the Student/Parent/Guardian use, misuse, or possession of the device issued to the Student pursuant to this Agreement including but not limited to any and all damages whatsoever kind or nature.

11. Survivorship, Governing Law and Venue:

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut venue for any claim shall lie exclusively in a court of competent jurisdiction in Hartford County. All parties shall be responsible for their own attorneys' fees and costs. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Connecticut to be sued by third parties in any matter arising out of any contract.

Acknowledgment:

Student and parent/guardian acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions. Student/Parent/Guardian further acknowledge that this agreement represents the complete understanding and agreement between the school board (EHPS) and the parent and student with respect to the subject matter hereof. No other representations, stipulations, agreement, or understanding, whether oral or in writing shall be valid or enforceable or have any binding effect unless contained in this agreement. This agreement may not be changed, amended, or modified without the express written approval of the school board (EHPS). Any change, modification, or amendment to this agreement approved by the school board must be in writing.