

Memphis-Shelby County Schools
STUDENT DEVICE AGREEMENT
2023-2024



Device Asset No. _____ HOME SCHOOL _____

Student Name _____
Last Name First Name Student ID #

Parent Name (1) _____
Last Name First Name Driver's License # and State

Parent Name (2) _____
Last Name First Name Driver's License # and State

Parent Email Address _____

Check the box here to confirm your phone numbers, address and email address are all updated in the PowerSchool registration system.

In this agreement, the “**District**” means the Memphis-Shelby County Schools. “**You**” and “**your**” means the parent/guardian of a student(s) enrolled in the District. “**Device**” means a laptop, tablet and/or hotspot (if received). The “**Property**” is the Device, together with a charging cable, accessories and any related equipment owned by the District and assigned to the student.

You acknowledge receipt of the Property identified with serial and/or asset number(s) assigned in the asset management system.

Policy Compliance: You agree that, even when using the Device at school, home or other locations off District property, you will **only use the Device for school and educational purposes** and in compliance with the Student-Parent Handbook and all District Policies, all of which are incorporated herein by reference and made part of this Agreement for all purposes. Relevant policies include, but are not limited to, the following:

- Confidential Student Information (Policy #6003);
- Student Conduct Policy (Policy #6022);
- Internet Safety and Use Policy (Policy #6031);
- Harassment, Intimidation, or Bullying of Students Policy (Policy #6046); and
- School Fees and Debts (Policy #6047).

Specifically, and without limitation, you agree that you will not use the Device to engage in inappropriate behavior online and or to create, access, or transmit information that is obscene or vulgar, that advocates dangerous or illegal acts, or that advocates violence or hatred toward any group. Any failure to comply with the Student-Parent Handbook, District Policies, or this Agreement may result in immediate termination of your rights of possession, and the District may repossess the Property at its discretion.

Title to Property: Legal title to the Property is vested in the District and shall at all times remain in the District. Your right of possession and use is limited to and conditioned upon your full and complete compliance with this Agreement and with all District Policies.

Care of the Property: **You are responsible for care, maintenance and replacement of the Property, even when using the Device at school, home or other locations off District property, and you agree you will properly care for and maintain the Property and will follow all guidance provided** in the Student-Parent Handbook, including without limitation keeping the Property away from liquids, extreme heat or cold, direct sunlight, and small children and pets, and refraining from placing labels or stickers on the Property. You agree that the Property will remain in your possession or stored in a secure location at all times.

No Alteration of Device: You agree that you will not reconfigure the Device or alter or remove existing hardware or software on the Device, including security or monitoring programs. **You further agree you will not install unauthorized software or download unauthorized files, including games, programs, or other electronic media.** You agree to comply with all applicable laws, including without limitation copyright laws.

Monitoring of Device: You acknowledge and agree that the District has the right to review, monitor, and restrict at any time information stored on or transmitted with the Device and to investigate suspected inappropriate use and/or violation of District Policies. You should maintain at least a 30-day web browsing history and should not disable the browsing history for any reason. You have no expectation of privacy in connection with the use of the Device, including anything created, stored, sent, deleted, received, or displayed when using the Device.

You further agree that the District has the right to, but is not obligated to, review, monitor, and restrict the use of the Device outside of the District's networks. The District is not responsible for any access to material in violation of District Policies, including without limitation the Internet Safety and Use Policy (Policy #6031).

Loss or Damage: **If the Property is lost, stolen, damaged, or destroyed, you are responsible for the cost of replacement or its fair market value on the date of loss even when using the Device at school, home or other locations off District property and regardless of the responsible party.** You must report loss, theft, damage, or destruction of the Property to the District within 24 hours after the occurrence. In the event the Property stolen, you must file a police report and provide the report number to the District within 24 hours. You must not attempt to disassemble or repair the Property or to have the Property (hardware or software) serviced or repaired by anyone other than District personnel or its contracted service representatives.

A police report is filed for all stolen devices in accordance with the Absolute Tracking Software on eligible devices. A charge of \$75 is assessed the first two times a student loses or damages a device within one possession period. The student is responsible for the full replacement cost of the device upon the third instance that a device is lost, stolen or damaged beyond repair. Direct Certified students can request device cost relief to satisfy replacement fees for a device (only) up to two occurrences during the possession period. Non-payment of fees shall result in record holds for students seeking a transfer or diploma.

Seniors must pay all fees incurred as a result of lost, stolen, damaged, or destroyed Property before participating in graduation ceremonies. (See District Policy # 6047).

Possession Period: You have the right to use and possess the Property as soon as July 1, 2023, through May 24, 2024 (the "Possession Period"). At the end of the Possession Period, or upon request, you are required to return the Property to the District by the date and time designated by the District.

Rights on Default: If you do not fully comply with all terms of this Agreement and District Policies, including the timely return of the Property, the District shall be entitled to declare you in default and take any and all measures reasonably necessary to take possession of the Property.

Appropriation: Your failure to return the Property in a timely manner and the continued use of it for non-school purposes without the District's consent may be considered unlawful appropriation of the District's Property.

Consent: The student's parent/guardian expressly consents to the student's assignment and receipt of the Property as described herein and consents to the disclosure of the student's education records, including the student's name, email address, coursework, course, birthdate, grade level, and grades, to service providers, including, but not limited to, Grade Results, Inc., through software and/or applications loaded on the Property for the purpose of facilitating the student's online access to educational resources. The consent stated herein shall continue unless expressly withdrawn in writing.

I, the undersigned parent/guardian, acknowledge that I have reviewed and understand the terms and conditions of this Student Device Checkout and User Agreement, including the Student-Parent Handbook and District Policies incorporated herein by reference, and agree to the terms and conditions contained in this agreement.

Parent Signature

Date