

AGREEMENT FOR MOBILE DEVICE USE

In this agreement, "Mobile Device" or "Device" means the District-issued device, all components and power adapter.

Terms:

- You will pay a nonrefundable annual equipment use and insurance fee for accidental damage coverage subject to policy terms ("Device Protection Fee") of \$45.00.
- You will comply with and be bound by at all times the [administrative regulations for this agreement](#), District Policies No. 236, *Mobile Devices*, No. 815.1, *Acceptable Use of the Computers, Network, Internet, Electronic Communications and Information Systems*, and No. 815.3, *Electronic Communications and Social Media*. Any failure to comply may terminate your rights of possession effective immediately and the District may repossess the Device.
- You will receive a Device that is individually assigned to you. It is not to be shared.
- You are responsible for paying the full replacement cost for the Device as of the date of loss should the repair costs of intentional damage to the Device exceed the cost of a replacement Device during one repair.
- You acknowledge and accept any privacy policies and terms of service set forth in this Agreement.
- You agree to indemnify, protect, defend, hold harmless, release and discharge the School District, its Directors, Officers, Employees or its agents from any and all liability, claim or demand of whatever nature, actions, causes of action, damages, punitive damages, costs, loss of service, attorney's fees, costs of litigation, humiliation, embarrassment, mental anguish injury to the reputation and compensation for damage or loss to person or property, arising in any way out of your use of a Device regardless of the cause of such loss, cost or damage.

Title: Legal title to the Device shall be held by the Souderton Area School District and title shall remain with the District. The student's right of possession and use is limited to and conditioned upon full and complete compliance with this Agreement, the administrative regulations and above policies.

Damage or Loss:

- The Device Protection Fee does cover the following:
 - The first occurrence of: normal wear and tear, accidental/unintentional liquid spills on or in the Device, drops & falls, and electrical surges, in a school year. Subsequent occurrences of the items listed, within the same school year, may incur additional fees.
 - Theft if reported to authorities and an accompanying police report is filed.
- The Device Protection Fee does not cover the following:
 - Fire, intentional damage, loss, cosmetic damage
 - Theft if **not** reported to authorities and an accompanying police report is **not** filed.
- If the Device is lost, students must **pay full replacement cost** for the Device
- If the Device is damaged, lost or stolen, and the damage is not covered by the Device Protection Fee, the parent/guardian is responsible for the cost of repair or the full replacement cost for the Device as of the date of loss. Theft of the Device must be reported to the District by the next school day after the occurrence and a police report is required. Repair costs will be determined by the SASD Technology Department staff and will be charged without markup.
- SASD Technology Department staff, in cooperation with the Building administration, retain final authority for the determination of normal wear and tear and intentional damage.

Repossession: Students not complying with all terms of this Agreement, [the Administrative Regulations](#) and District Policies No. 236, No. 815.1 and No. 815.3 including the timely return of the Device, will be declared to be in default and the device will be repossessed.

Term of Agreement: Your right to use and possession of the Device terminates no later than the last day of classes during the school year of your graduation from the District, unless earlier terminated by the District or upon student withdrawal from the District.

Appropriation: Your failure to timely return the Device and the continued use of it for non-school purposes without the District's consent will be considered unlawful appropriation of District property.

<< Signature page follows >>

This Agreement is made between (student name) _____,

(parent/guardian name) _____, and the Souderton Area School District for the _____ school year. The equipment referenced in this Agreement is for: **District-Issued Device**.

The term of this Agreement shall be from the date of receipt of the new Device at the beginning of the school year through the date of collection at the end of the school year.

1. The Parent and Student agree to be responsible for damaged or stolen equipment.
2. Failure to compensate the Souderton Area School District within sixty (60) days from the date of reported loss or damage for any damage not covered by insurance described below will allow the District to take legal action. Parent and Student will bear any costs associated with collecting an unpaid obligation.
3. Fees for this insurance agreement are as follows:
 - a) Device Protection Fee: **\$45.00/year - Pay Online or by check payable to Souderton Area School District**
 - b) Fire, intentional damage, loss, cosmetic damage, theft not reported to police: **Pay Full Cost**
 - c) Total loss from unreported theft/misplacement: **Pay Full Cost**
4. The Parent and Student agree that the Student will use the Device in school classes.

Student Information

Last Name _____ First Name _____ Student ID _____

Address _____

Home Phone _____

Parent Information

Last Name _____ First Name _____

Address _____

Home Phone _____ Cell Phone _____

I have read and accept the terms of this **AGREEMENT FOR MOBILE DEVICE USE** and the [Google Workspace for Education Privacy Policy](#), the [Google Terms of Service](#), the [Microsoft Privacy Statement](#), and the [Microsoft Services Agreement](#).

SIGNED:

Parent: _____

Date: _____

Student: _____

Date: _____

Families experiencing economic hardship may request a partial reduction or waiver from fees. This will require a brief, confidential meeting with an administrator or counselor. Please check below if you will be requesting a reduced fee or waiver. You do not have to include payment at this time if you are requesting a meeting.

By checking this box, I agree to contact the school office to schedule this meeting.