

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
PARENT-STUDENT DEVICE AGREEMENT FORM

As part of its commitment to enhance student education through the use of technology, the North Hunterdon-Voorhees Regional High School District is supplying students with a Mobile Device and protective case. As recipients of a Mobile Device, the student and parents/guardians signing this form agree to comply with the following conditions:

1. **Device Use** – Students should use the assigned device for educational purposes and district business only. Students are expected to bring their assigned device to campus every day with a full battery charge. The device should be used exclusively by the assigned student. The use of each device assigned to a student is subject to the acceptable use guidelines described in BOE policy 2361 and BOE policy 7523.
2. **Required Accessories** - The District is providing a protective case with the device. However, students may provide their own personal protective case. The student must hold the device inside a protective case all the time when not in use.
3. **Manufacturing Defects and Technical Malfunction Responsibility** - The District will take responsibility for any manufacturing defects or malfunction of any part of the device as long as it is not the result of negligent damage. The District determines whether the reported problem is a malfunction, or if it should be considered negligent damage.
4. **Negligent Damage Responsibility** - Student is financially responsible for negligent damages to the assigned device in a similar manner the student is financially responsible for damages to other district issued property, such as textbooks. This financial responsibility is in the form of a “student obligation”. The dollar amount of the obligation will be the cost of the parts needed to repair the device (e.g. cost of a replacement screen) or in the worst case scenario the cost of a replacement device (not to exceed the cost of the original device). The District provides the labor to repair the device if a repair is possible.

5. **Reporting Defects, Malfunction, or Damage to the Device** - Each school has a Technology Resource Center (referred as “TRC” on the rest of this document). Any perceived manufactured defect, malfunction of any of the features of the device, or damage to the device should be reported to the TRC at each school as soon as possible. The TRC staff, with support from the Technology Department, will evaluate the situation, create a record, route the case accordingly, and give the student (and families if the case results in an obligation) the steps and options to get the case solved and the device working again.
6. **Determining Costs of Repairs/Replacement for Damaged Units and Notifying Families** - If the TRC determines the problem with a device is the result of negligent damage, an obligation will be issued to the family of the student. The TRC will detail the damage, the assessment done, the estimated repair costs, and the obligation amount.
7. **Device Loaners** - District will maintain a stock of “loaner” devices that can be used in the event of damage to the assigned device by the affected student while the student device is repaired/replaced. A loaner is available for up to fifteen (15) days unless specific arrangements thru each school administration are made.
8. **Repeated Offenders** - The District can take restrictive measures in case of repeated incident of negligent damage from the same student. Such measures might include preventing the student from taking the device home, or not issuing a new device.
9. **Accidental Damage Protection** - The District does not provide Accidental Damage Protection (ADP) for the device. Each family can obtain accidental insurance protection for the device, or verify that personal insurance (e.g. homeowners or rental insurance) is covering the device. Optionally families can elect to buy their own Device (as long as it is an acceptable device as described on the District Technology website).
10. **Financial Constraints Cases** - Families under heavy financial constraints might be exempt from the repair/replacement obligations. Each case will be considered separately by each school administration.

11. **Software and Applications** – Students are allowed to install software (“apps”) on the device as long as the nature of the software is in accordance with BOE policy 2361. The Technology Department reserves the right to audit and remove any software in the student assigned device at any time. Students and parents/guardians understand that the Technology Department may require the installation of software that will have access to personal information stored in the student assigned device (e.g. Mobile Device Management Software). Students and their parents/guardians agree to install and not to tamper with any software the Technology Department requires in the student assigned device. Furthermore, students and their parents/guardians agree not to unlock locked-out features, gain elevated access, “wipe” the device, or replace the operating system provided with the device.
12. **Proprietorship of Software and Applications** - Any software/applications purchased by a student or student's parents/guardians with their own funds using their personal electronic store accounts is property of the student or student's parents/guardians. The district-provided account that is to be used to log into the device provided is blocked from buying any software.
13. **Electronic Recording Capabilities** - The device issued might possess video and/or audio recording capabilities. Any electronic recordings obtained with the device must be for instructional/educational purposes only. Students must obtain prior approval from a staff member in order to use the audio, image or video recording capabilities of the device. Students should ask all individuals being recorded for their permission before start of the recording. No recording should start without the permission of all the individuals being recorded. In addition, electronic recordings obtained with the device may not be shared, published or re-broadcasted for any reason by the student without obtaining the permission of the district and all individuals present in the recording. Furthermore, students should be aware that State and Federal laws in many instances prohibit secret or surreptitious recording undertaken without the knowledge and consent of the person or persons being recorded. Violations of State and Federal recording laws will be reported to the proper authorities and may result in criminal

prosecution. Audio/Recording capabilities can be restricted in the device if requested by the parent/guardian via the appropriate form.

14. **Privacy** - For the safety of our student population, the District and Board of Education reserve the right to examine, restrict, or remove electronic data from devices assigned to students. Students and their parents/guardians understand the assigned device may record or collect information on the student's activity or the student's use of the device. Students and parents/guardians further understand that all communication sent or received while connected to the North Hunterdon-Voorhees network infrastructure and services can potentially be recorded and archived. The District reserves the right to share any of such archived records with law enforcement authorities if deemed appropriate by the District. In addition, the District reserves the right to use the geolocation features of the device (if available) to track its location in case it is lost or stolen. In compliance with New Jersey's "Big Brother" law, the District shall not use any of the recording or geolocation capabilities of the device in a manner that would violate the privacy rights of the student or any individual residing with the student.
15. **Access to Internet Material** – In accordance with the "Children's Internet Protection Act" (CIPA), the North Hunterdon-Voorhees Regional High School District will use appropriate filtering measures to limit the exposure of students to indecent or objectionable material on the Internet while the device is connected to the school's network. Furthermore, District staff will monitor student use of the device and provide guidance in the appropriate use of the device and the access to the global Internet. Parents/guardians agree to monitor the student use of the device while off campus (e.g. at home) and are encouraged to establish rules of usage with the student.
16. **Data Security** - Students are responsible for the security of the data stored on their district assigned device. Students are required to establish a lock-screen mechanism in their assigned device. In addition, students are encouraged to take additional measures to secure North Hunterdon-Voorhees data while such data remains in the student assigned device. Examples of data security practices that the student can take

include regular backups, data encryption and password protection of personal information.

17. **Geolocation, Remote Wipe, Remote Lock, Remote Ring** - The District reserves the right to utilize the geolocation capabilities of the device to determine its geographical location on a map. The District reserves the right to remotely wipe any and all data stored in the device. The District reserves the right to lock the device remotely. The District reserves the right to make the device emit a continuous or beeping sound to the effect of localizing the device.
18. **Agreement Term and Device Life Span** – The student and parent/guardian agree to comply with this agreement while a device is assigned to the student. The student is expected to use the assigned device while the student is enrolled in the District. The District may require the student to surrender the device periodically to the Technology Department for purpose of collecting District property, maintenance, or inventory (e.g. at the end of each school year or when the student graduates). As normal practice the District requires the student to return the device when the student is no longer enrolled in the District (e.g. leaves to another school, drops out, or graduates). The District reserves the right to transfer ownership of the device to the family of any deserving graduating student. The condition of such transfer of ownership will be determined at the time of graduation and is at the sole discretion of the District's Board of Education. This is not a promise of ownership transfer.

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STUDENT

I understand and agree to the preceding terms and conditions regarding the mobile device provided to me by the North Hunterdon-Voorhees Regional High School District.

Student full name (please print) _____

Student signature _____

Date _____ Student ID # _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I understand and agree to the preceding terms and conditions regarding the mobile device provided to this student. I also understand that this device is provided for educational purposes, and that I will not hold the Board of Education responsible for materials acquired on the Internet using this device. Further, I accept full responsibility for the actions of my child in the use of this device. I hereby give my permission to issue a device to my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print) _____

Parent or Guardian's Signature _____ Date: _____

Please sign and return to Guidance Office. Attn: Registrar