



2021-2022 Project 10Million (P10M) Parent/Guardian Consent Agreement



This Agreement is made by and amongst The School Board of Miami-Dade County, Florida hereinafter referred to as M-DCPS, the Student, and the Parent/Guardian named on page 2 of the Agreement. The assigned hotspot (“device”) is being made available to eligible M-DCPS students in grades K-12 during their enrollment in M-DCPS and on the terms and conditions described in this document only for purposes of educational services provided by M-DCPS.

- Student’s possession and use of the device will be subject, at all times, to the terms and conditions described in this document, with all applicable state and federal laws and regulations, by the School Board Policy 7540.03 - *Student Responsible Use of Technology, Social Media, and District Network Systems* and all applicable M-DCPS policies and procedures. M-DCPS may place additional restrictions on the student’s use or possession of the device, at any time and for any reason, with or without prior notice.
- Students must surrender the device to M-DCPS when they cease to be enrolled in M-DCPS; are found to have violated School Board policies, State or Federal law; when M-DCPS provides Student with notice that the device must be returned; or if student fails to perform any of his/her obligations under this Agreement. Students transferring from one M-DCPS school to another must surrender their device at their current school and may apply for a device at their new school.
- The device and any accompanying peripheral (e.g., power cord) is and will remain at all times the property of M-DCPS. Therefore, student and parent shall permit persons designated by M-DCPS to examine the device at any time for any reason, including but not limited to inspection, maintenance, repair, upgrading, and/or software installation. If instructed to do so for any reason by any M-DCPS teacher, administrator, or administrator designee the student or the student’s parent/guardian will immediately surrender the device to that teacher, administrator or designee. Neither the student nor the parent has any right to privacy of any data saved on the device or in any M-DCPS network.
- Under no circumstances will the student use the device or permit the device be used in furtherance of any crime or fraud, accessing, viewing, or transmission of pornographic or content, illegal or unauthorized accessing or use of data, bullying or harassment (including cyber-bullying), malicious internet activities (including hacking), or any unlawful activities of any kind.
- Parent/Guardian consents to the collection of Student personal information in connection with the Project 10Million service. Parent/Guardian grants consent for T-Mobile to collect the following data. Tracks quantity of broadband internet data usage to have that usage total counted against the 100 GB per year of free broadband internet access and the IP address associated with the websites visited. Device and network identifier to authenticate the device on the network and provide service. In addition the data may be disclosed to T-Mobile’s service providers for assistance in delivering the service. Connectivity allows children to access websites that may involve data collection by third parties. The School Board is not responsible for the data collection activities of these third parties.
- Any violation of the terms or conditions set forth or referenced in this document may result in the possession or use of the device being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of M-DCPS.
- M-DCPS assumes no liability for any material accessed on the district-issued device. Parent and Student, including their heirs and assigns agree that they will release, forever discharge, indemnify, defend, and hold M-DCPS harmless from any and all claims arising from the Student’s or Parent’s 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.
- Student and Parent may not make any alterations in or add attachments, hardware, or software to the device absent express permission from M-DCPS, which permission is at the sole option of M-DCPS.
- Student and parent agree to immediately notify school site personnel upon the occurrence of any loss to, damage to, or malfunctioning of any part of the device for any reason. Student may be issued a replacement of the mobile device, while supplies last.
- 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 Florida venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. 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 Florida to be sued by third parties in any matter arising out of any contract.

