

# Loaner Device Agreement



Detroit Public Schools Community District has launched the Student Device Loaner Program to support students with access to technology for online learning. Through the device loaner program, families can request a Laptop & Power Cord, Hotspot/Internet or both. Families will be responsible for the safeguarding and return of the device at the end of the loan period, or at the time a Connected Futures device becomes available for the student.

## Family Information

Student

Full Name: \_\_\_\_\_ Student ID #: \_\_\_\_\_  
Last First M.I.

Contact

Phone: \_\_\_\_\_ Student Email : \_\_\_\_\_

School Location: \_\_\_\_\_

Parent/Guardian

Full Name: \_\_\_\_\_

Contact

Phone: \_\_\_\_\_ Parent Email: \_\_\_\_\_

## Participation Conditions

### Eligibility

Students may be eligible for a loaner laptop, a hotspot or both. To remain eligible to participate in the loaner program, student must meet the following criteria throughout the length of the loan period.

1. The family intends to keep the student registered at a DPSCD school,
2. The family intends to have the student attend virtually,
3. The family has not been provided a device by the Connected Futures program, and the family certifies that there is no alternative device available for the student's educational activities (for laptop loan),
4. The family certifies that there is no internet access available (for hotspot loan).

### Length of Loan

Students are expected to check the laptop out from school the day before the online learning day and return the device to the school the next school day. The equipment must also be returned if:

- The student's enrollment status changes,
- The student is not actively participating in virtual instruction,
- The student is not following the District's technology acceptable use policy, or
- The student is provided a device via the Connected Futures initiative.

## Equipment Request Information

I would like to request a  Laptop & Power Cord  Hotspot/Internet

Check Out Date: \_\_\_\_\_

Check In Date: \_\_\_\_\_

## Agreement and Acknowledgment

*I certify that I have read and signed the Agreement for Student Use of Laptop Computer and agree to all the terms and conditions.*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

For language help, call (313) 240-4377.

DPSCD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, transgender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions opportunities.

### AGREEMENT FOR STUDENT USE OF LAPTOP COMPUTER

This Agreement is made by and between Detroit Public Schools Community District (“DPSCD”) and the student (“Student”) named in this online form and is effective upon submission. DPSCD and Student agree as follows:

**A. Purpose of Agreement.** DPSCD is pleased to make available for Student’s use, in connection with his/her enrollment with the District, a laptop computer and/or LTE internet hotspot for the purpose of conducting schoolwork. It is intended only for the use of the DPSCD student to whom it is assigned. Student’s permission to use the laptop is strictly subject to the terms and conditions of this Agreement.

For the purposes of this Agreement, the term “laptop” or “laptop computer” shall refer to the laptop computer assigned to the Student, along with all accompanying peripherals, including an LTE internet hotspot, received with the laptop computer or as may from time to time be provided for Student’s use under this Agreement.

#### **B. Student’s Rights and Responsibilities.**

1. **Term of Use of the Laptop.** Student shall be granted use of the laptop computer while enrolled in good standing with DPSCD. The use of the laptop shall be governed by the DPSCD Student Acceptable Use and Safety Policy (7540.03).

2. **Care of the Laptop.** Student shall maintain appropriate oversight and security of the laptop. Student may take the laptop computer home, or to other locations outside of school hours. Student is responsible, at all times, for the care, security and appropriate use of the laptop computer. Negligence found in securing items that are otherwise damaged, stolen, or misplaced may result in disciplinary action and/or repair or replacement fees.

3. **Return of Laptop to DPSCD.** Student must return the laptop to DPSCD within five (5) days upon the occurrence of any of the following events:

- a. Student ceases to be enrolled by DPSCD;
- b. DPSCD provides Student with five (5) days’ notice that the laptop must be returned; or
- c. Student fails to perform any of his/her obligations under this Agreement.

Upon return of the laptop to DPSCD, DPSCD shall have an absolute right to any and all information or data on the laptop and will have no liability whatsoever for the loss, destruction, or misuse of information or data on the laptop.

4. **Failure to Return Laptop.** If Student fails to return the laptop as required, DPSCD may exercise all options available to it under DPSCD policies and applicable state or federal law.

5. **Alterations and Attachments.** Student may not make any alterations in or add attachments, hardware, or software to the laptop computer absent express written permission from DPSCD, which permission is at the sole option of DPSCD.

6. **Risk of Loss.** Student agrees that from the time the delivery of the laptop is accepted and until the laptop is returned to DPSCD in its original condition, normal wear and tear excepted, Student shall be responsible for any loss or damage thereto. If the laptop computer is lost, stolen, destroyed, damaged where the repair costs exceeds the value of laptop or in the event of any confiscation, seizure or expropriation by government action, or if the laptop is not returned to DPSCD upon the events and within the time and manner required by this Agreement, then the Student shall be liable to DPSCD immediately upon demand for the payment of an amount calculated by DPSCD that is equal to the full replacement value of the laptop at the time of loss. Hardware or software additions made to the laptop at Student's expense are at Student's risk and will not be a factor in the fair market value of the laptop. If part of the laptop is damaged but repairable Student shall be liable for the expense of repairing that item if not covered by the manufacturer's warranty.

If payment is not received, DPSCD, may exercise all options available to it, under applicable law.

7. **Notification of Loss, Damage, or Malfunctioning.** Student agrees to immediately notify DPSCD upon the occurrence of any loss to, damage to, or malfunctioning of any part of the laptop for any reason and cooperate in any police investigation required following the loss or theft of the laptop. DPSCD, at its option, may then terminate Student's right to use the laptop and any right Student may have to further participate in the staff laptop program. The laptop computer is configured for optimal use on the DPSCD network. Detroit Public Schools Community District's Technology Division will not assist Student at his or her home in order to connect the laptop to other Internet providers.

8. **Inspection by DPSCD.** Upon reasonable notice, Student shall permit persons designated by DPSCD to examine the laptop computer.

### C. DPSCD Rights and Responsibilities

1. **Ownership of Laptop.** The laptop computer is and shall remain DPSCD property.

2. **Enforcement of Manufacturer's Warranty.** Upon receipt of a written request from Student during the term of this Agreement, DPSCD shall determine if it will take all reasonable effort to enforce any manufacturer's warranty, express or implied, issued on or applicable to the laptop computer and which is enforceable by DPSCD in its own name. DPSCD will make reasonable efforts to obtain for Student and Parent all service furnished by the manufacturer in connection therewith; provided, however that, DPSCD shall not be obligated to commence or resort to any litigation to enforce any such warranty. If any such warranty is enforceable by Student in his or her own name, upon receipt of a written request from DPSCD during the term of this Agreement,

Student shall take all reasonable action requested by DPSCD to enforce that warranty, and Student shall obtain for DPSCD all service furnished by the manufacturer in connection therewith. **DPSCD SHALL HAVE NO LIABILITY WHATSOEVER FOR THE LOSS, DESTRUCTION OR MISUSE OF ANY INFORMATION, SOFTWARE OR DATA EXISTING ON THE EQUIPMENT. PROTECTION AND BACKUP OF DATA ON AND FOR THE EQUIPMENT IS STUDENT'S SOLE RESPONSIBILITY.**

### D. Disclaimer of Warranties and Remedies

1. **Warranty Disclaimer.** Except as otherwise expressly provided herein, DPSCD makes no warranties, either express or implied, and shall not, by virtue of having purchased the laptop computer covered by this Agreement, be deemed to have made any representation or warranty as to the merchantability, fitness, design, or condition of, or the quality of the material or workmanship in the laptop computer. DPSCD expressly disclaims all warranties not stated herein. DPSCD does not warrant that the functions contained in the laptop computer will meet Student's requirements or that the operation of the laptop computer will be uninterrupted or error-free.

2. **Warranty Remedies.** In no event shall DPSCD be liable to Student or any other person for any damages, including any incidental or consequential damages, expenses, lost profits, lost savings, or other damages arising out of the use of or inability to use the laptop computer.

E. **ACKNOWLEDGMENT.** STUDENT and LEGAL GUARDIAN ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. STUDENT and LEGAL GUARDIAN FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN STUDENT AND DPSCD AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN STUDENT AND DPSCD RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING.

I have read and understand the terms and conditions of the foregoing Agreement and agree to all of its terms and conditions.

**PARENT (if Student is Under 18 years old)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Student ID No.: \_\_\_\_\_

Date: \_\_\_\_\_

**STUDENT (if Student is 18 years old or older)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Student ID No.: \_\_\_\_\_

Date: \_\_\_\_\_