



# 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.



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*Please sign this page and return to the school. Keep the first page for your records.*

\_\_\_\_\_  
Parent/Guardian First Name (Print)

\_\_\_\_\_  
Parent/Guardian Last Name (Print)

\_\_\_\_\_  
Student First Name (Print)

\_\_\_\_\_  
Student Last Name (Print)

\_\_\_\_\_  
Student Identification Number

\_\_\_\_\_  
Student Grade

\_\_\_\_\_  
School Name

\_\_\_\_\_  
School Location Code

\_\_\_\_\_  
Hotspot Serial Number

- I am the parent/legal guardian of the child named above and give permission for the child to participate in the T-Mobile Project 10Million (P10M).
- I certify that my child is participating in the National School Lunch Program and does not have internet access in the home, and that the Project 10Million will be the sole source of my student's in-home internet access.
- In order for my child to participate in the Project 10Million, I consent to my child's school providing the information requested at the top of this form directly to Project 10Million, which will not use that information for any purpose other than my child's participation in Project 10Million and will not release that information to any other person or entity except as required by law.
- I understand that my child will receive a device along with access to the internet for academic purposes. I understand that my child must comply with the school's and the district's Acceptable Use Policies and any device management practices. I waive any and all claims against Miami-Dade County Public Schools, T-Mobile and their successors and assigns, related to the Project 10Million.
- Project 10Million and its successors and assigns also has my permission to use my child's photograph publicly to promote the Project. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation will become payable to me by reason of such use.

I have read and understand the terms and conditions of the foregoing Agreement, and agree to all of its terms and conditions. I certify that all the information on this form is correct, and that I have the authority to provide this consent.

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_