

School Managed/Owned Device (SMOD) - Participation Agreement Form

The School Managed Owned Device

The School Managed Owned Device (SMOD) is a user-charging scheme operated by schools to provide parents with a mechanism to access individual student resources that are not funded by the government.

Government funding for schools does not extend to individual student resources and equipment for their personal use or consumption. Supply of these items, such as textbooks and personal laptops/iPads, is the responsibility of the parent.

The objective of the scheme is to provide parents a convenient and cost-effective alternative to individual supply of resources for their students. Participation in the SMOD is optional, and no obligation is placed on a parent to participate. Terms and conditions for participating in the scheme are provided on the reverse side of the form. Information is also provided on the Textbook and Resource Allowance (TRA) where applicable.

This Participation Agreement Form applies for the duration of a student's enrolment at the school, however parents who are participating in the scheme can choose to opt out from the SMOD in future years by completing a new Participation Agreement Form. Any new Participation Agreement Form submitted annually and received by the school will supersede the previous form lodged. Parents pay the annual participation fee in accordance with the selected payment arrangement. If a student joins the school mid-year, a pro-rata participation fee may apply.

Parents not participating in the scheme must provide their student with all items that would otherwise be provided by the scheme as detailed in the information provided by the school. Parents can choose to join the SMOD in future years by completing a new Participation Agreement Form.

To assist schools in managing and administering the scheme, parents are requested to complete the Participation section of this form and return it to the school.

If parents have not completed and returned the form before the due date indicated by the school in the SMOD Annual Parent Information documents, the school will take the view that the parent does not wish to participate.

Payment

On agreeing to participate in the SMOD program, a parent agrees to pay the participation fee as advised and invoiced by the school. For families experiencing financial hardship, please contact the school as soon as possible to discuss options available.

Participation

YES, I wish to participate in the SMOD Program. I have read and understand the Terms and Conditions of the scheme (see reverse) and agree to abide by them and to pay the annual participation fee in accordance with the selected payment arrangement. I understand that I can opt out of participation in the SMOD in any year by completing a new Participation Agreement Form and paying off any outstanding fee amounts or returning the laptop.

NO I have read the terms and conditions and I do not wish to participate in the SMOD. I understand I must provide my child with all items that would otherwise be provided by the SMOD as detailed in the information provided by the school. I understand that I can request to join the SMOD in future years by completing a new Participation Agreement Form.

School Name	
Form Return Date	
Student Name	
Year Level	
Parent Name	
Parent Signature	

Privacy Statement

The Department of Education collects the information you complete on the Participation Agreement Form in order to administer the School Managed Owned Device (SMOD). The information will only be accessed by school employees administering the SMOD. However, if required, some of this information may be shared with departmental employees for the purpose of debt recovery. Your information will not be given to any other person or agency unless you have given permission or the Department of Education is authorised or required by law to make the disclosure.



Terms and Conditions

Definition

1. Reference to a “parent” is in accordance with the definition in the *Education (General Provisions) Act 2006* and refers equally to an independent student.

Purpose of the SMOD

2. In accordance with the *Act*, the cost of providing instruction, administration and facilities for the education of students enrolled at state schools who are Australian citizens or permanent residents, or children of Australian citizens or permanent residents, is met by the State.
3. Parents are directly responsible for providing textbooks and other personal resources for their children while attending school.
4. The SMOD enables a parent to enter into an agreement with the school to provide the resources as advised by the school for a specified annual participation fee.

Participation in the SMOD

5. Participation in the SRS is optional and parents are under no obligation to participate.
6. The school will provide parents with a list of resources supplied by the SMOD to enable parents to assess the cost effectiveness of participation.
7. Parents indicate whether or not they wish to participate in the SMOD by completing this Participation Agreement Form.
8. Parents must complete and sign the Participation Agreement Form and return it to the school by the advertised date.
9. This agreement is for the duration of the student’s enrolment at the school, unless a new Participation Agreement Form is completed.
10. Parents are given the option annually to choose whether to participate in the SRS or not by completing this form.
11. Where a parent signs up to participate in the SMOD they are agreeing to pay the annual participation fee for the items provided by the SMOD.
12. Payment of the participation fee implies acceptance of the SMOD including the Terms and Conditions irrespective of whether or not the signed form has been returned.
13. Where a student starts at the school during the school year, the parent may be entitled to pay a pro-rata participation fee to participate based on a 40-week school year.
14. Where a participation fee has been paid and a student leaves the school during the year, the school must determine if the parent is eligible for a pro-rata refund. This will also take into account any prorata of the Textbook and Resource Allowance (TRA) (see Additional Information regarding TRA eligibility) and any outstanding SMOD debts (including any debts from damaged or non-returned items). Where the cost of outstanding debts is higher than the calculated refund, the parent is liable to pay this balance of funds.

Non-Participation in the SMOD

15. Parents who choose not to participate in the SMOD are responsible for providing their student with all items that would otherwise be provided by the SMOD to enable their student to engage with the curriculum.
16. The school will provide non-participating parents with a list of resources the parents are required to supply for their child.
17. All items included in the SMOD must be able to be independently sourced, purchased and supplied by parents who choose not to participate in the SMOD.
18. As the SMOD operates for the benefit of participating parents and is funded from participation fees, SMOD resources will not be issued to students whose parents choose not to participate in the SMOD.

The Resources

19. SMOD funds received by the school will only be expended on student resources outlined in the school’s SMOD and will not be expended on other items or used to raise funds for other purposes.
20. In return for payment of the participation fee, the SMOD will provide the participating student with the entire package of resources for the specified used/consumed by the student in the classroom; or

participation fee. It is not available in parts unless specifically provided for by the school in the fee structure.

21. The resources, as determined and advised by the school may be:
 - retained by the student and used at their discretion; or
 - hired to the student for their personal use for a specified period of time.
 22. All SMOD resources hired to a student for their temporary use remain the property of the school. The resources must be returned by the agreed date or if the student leaves the school.
 23. Parents are responsible for ensuring that any hired SMOD resources provided for their child’s temporary use are kept in good condition.
 24. The school administration office must be notified immediately of the loss or damage to any hired item.
 25. Where a hired item is lost, not returned, or damaged, parents will be responsible for payment to the school of the value of the item or its repair.
 26. The replacement cost of any resource may be up to the maximum value (subject to depreciation where appropriate) of the acquisition cost to the school.
 27. Parents may be responsible for supplying their child with other resources not specified in the SMOD as advised by the school.
- ### Payment Arrangements
28. Payment of the participation fee may be made in whole, as per a nominated payment plan, or for another amount as approved by a Principal.
 29. Payment of the participation fee must be made as per the payment methods nominated by the school.
 30. Any concessions relating to the participation fee will be at the discretion of the Principal.

Debt Management

31. Payment of the participation fee is a requirement for continued participation in the SMOD.
32. Non-payment of the participation fee by designated payment date(s) may result in debt recovery action in accordance with the Department’s Debt Management Procedure <http://ppr.qed.qld.gov.au/corp/finance/accounts/Pages/Debt-Management.aspx>.

Parents’ Experiencing Financial Hardship

33. Parents experiencing financial hardship who are currently participating in or wish to participate in the SMOD should contact the school to discuss options.
34. Principals may vary payment options, negotiate alternative arrangements and/or waive all or part of the participation fee for parents experiencing financial hardship.
35. The onus of proof of financial hardship is on the parent.
36. The school may require annual proof of continuing financial hardship.
37. All discussions will be held in the strictest confidence.

