Janesville Consolidated School District LAPTOP COMPUTER USE AGREEMENT

This agreement is made effective upon receipt of computer, between Janesville Consolidated School District (JCSD), the student receiving the laptop ("Student"), and his/her parent(s) or legal guardian ("Parent"). The Student and Parent(s), in consideration of being provided with a laptop computer, software, and related materials (the "Computer") for use while a student is at JCSD, hereby agrees as follows:

1. Equipment

- **1.1 Ownership:** JCSD retains sole right of possession of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this document. Moreover, JCSD administrative staff retains the right to collect and/or inspect the Computer at any time, including via electronic remote access; and to alter, add or delete installed software or hardware.
- **1.2 Equipment Provided:** Efforts are made to keep all laptops configurations the same. All Computers include a DVD/CD-RW, ample RAM and hard-disk space, a protective laptop case, software, and other miscellaneous items. JCSD will retain records of the serial numbers of provided equipment.
- **1.3 Substitution of Equipment:** In the event the Computer is inoperable, JCSD has a limited number of spare laptops for use while the Computer is repaired or replaced. However, it cannot guarantee a loaner will be available at all times. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a broken Computer or to avoid using the Computer due to loss or damage. Please note that if the Student forgets to bring the Computer or power adapter to school, a substitute will not be provided.
- **1.4 Responsibility for Electronic Data:** The Student is solely responsible for any non-JCSD installed software and for any data stored on the Computer. It is the sole responsibility of the Student to backup such data as necessary. JCSD provides a means for backup along with directions, but JCSD does not accept responsibility for any such software.

2. Damage or Loss of Equipment

- **2.1 Insurance and deductible:** JCSD has purchased insurance which provides the broadest perils of loss regularly available. This insurance coverage is subject to a \$250 deductible per loss.
- **2.2 Responsibility for Damage:** The Student is responsible for maintaining a 100% working Computer at all times. The Student shall use reasonable care to ensure that the Computer is not damaged. Refer to the *Standards for Proper Care* document for a description of expected care. In the event of damage not covered by the warranty, the Student and Parent will be billed a fee according to the following (per incident):

\$0-\$100 Parent/Student

\$101-\$249 JCSD \$250 above Insurance

• JCSD reserves the right to charge the Student and Parent the FULL COST for repair or replacement when damage/loss occurs due to gross negligence as determined by the administration.

Examples of gross negligence include, but are not limited to:

- Leaving equipment unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked laptop while at school. (See *Standards for Proper Care* document for definitions of "attended", "unattended", and "locked")
- Lending equipment to others other than one's parents/guardians
- Using equipment in an unsafe manner (See *Standards for Proper Care* document for guidelines of proper use).
- **2.3 Responsibility for Loss:** In the event the Computer is lost or stolen, the Student and Parent may be billed the full cost of replacement.
- **2.4 Actions Required in the Event of Damage or Loss:** Report the problem immediately to the Technology Coordinator. If the Computer is stolen or vandalized while not at JCSD or at a JCSD sponsored event, the Parent shall file a police report.
- **2.5 Technical Support and Repair:** JCSD does not guarantee that the Computer will be operable, but will make technical support, maintenance, and repair available.

3. Legal and Ethical Use Policies

- **3.1 Monitoring:** JCSD will monitor computer use using a variety of methods- including electronic remote access to assure compliance with JCSD's *Acceptable Use* Policies.
- **3.2 File-sharing and File-sharing Programs:** The installation and/or use of any Internet-based file-sharing tools is explicitly prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition, and others may not be used to facilitate the illegal sharing of copyrighted material (music, video, and images). Individuals with legitimate, school-related needs to use these tools may seek prior approval from the Technology Coordinator.

4. Allowable Customizations

- **4.1 Altering:** The Student is permitted to alter or add files to customize the assigned Computer to their own working styles (i.e., background screens, default fonts, and other system enhancements).
- **4.2 Downloads:** The Student is permitted to download music to iTunes, but cannot download or install any other software without permission from the JCSD Technology Coordinator.
- **4.3 Covers:** The Student is allowed to customize the exterior of the computer (i.e., "skins", stickers, and other logos), provided the materials are approved by and purchased from JCSD.