



Marian College Myrtleford

1:1 LAPTOP PROGRAM USER AGREEMENT

This Agreement is to be signed and returned to Marian College

Parties to the Agreement This agreement is between Marian College and

_____ (*name of student*) and

_____ (*Parent/ Guardian*)

Purpose of Agreement This agreement sets out the rights and obligations of students and parents/guardians in relation to the 1:1 Laptop Program. This agreement must be read in conjunction with the ICT User Manual. It is important to note that the College has entered into commercial arrangements with suppliers, financiers and parents in order to facilitate the 1:1 Laptop Program.

Participation

- All students in Years 7-12 will participate in the 1:1 Laptop Program.
- Students leaving the College during the course of the 1:1 Laptop Program will be required to return their Laptop.

Period of Agreement

This agreement operates for the duration of the 1:1 Laptop program or until termination of the student's enrolment.

Responsibilities with respect to 1:1 Laptop Program

The responsibilities of Marian College include

- Embed the use of ICT using best practice, to enhance teaching and learning across the College
- Respond to enquiries from parents or students about the College's 1:1 Laptop Program
- Respond to any breaches of the College's 1:1 Laptop Program in an appropriate manner and according to Marian College's policies and procedures
- Maintain a copy of the relevant policies and signed agreements on file

The responsibilities of Parents/Guardians include

- Be aware of and familiar with the College's 1:1 Laptop Program policies and procedures
- Support the College's 1:1 Laptop Program by ensuring that their children abide by conditions and responsibilities
- Comply with the ICT policies and procedures as set out in the ICT User Manual, 1:1 Laptop User Agreement and the 1:1 Laptop Program documents
- Be aware of how their son's or daughter is using their Laptop when away from the College.
- Agree to pay for damage to the computer caused by negligence or wilful acts.

The responsibilities of the Student include

- Be aware of and familiar with the College's 1:1 Laptop Program policies and procedures
- Support the College's 1:1 Laptop Program by abiding by the conditions, responsibilities and procedures with the ICT policies and procedures set out in the ICT User Manual and 1:1 Laptop Program User agreement, policies and procedures

- Take particular care for the safety and security of the Laptop at all times, especially in transit (Laptop must remain in its hardcover, if supplied and be transported to and from school in the neoprene case or laptop bag where supplied). Where a hard cover is supplied, it must remain in place on the laptop at all times.
- Bring the Laptop to **school every day fully charged and ready for work**
- **Regularly back up their data.**

It is the responsibility of the student and parent/guardian to maintain the laptop in good condition and report any damage to the ICT office immediately.

Breaches of the User Agreement

Following the guidelines will help ensure a positive, supportive and productive learning environment for all members of the College community. Depending on the seriousness of a particular breach of the User Agreement, an appropriate response will be made in line with the College Behaviour Management Policy. Possible responses could include

- a discussion with the student
- informing Parents/Guardians
- suspension of access to school ICT network, resources or facilities
- other action in line with the College Behaviour Management Policy
- recovery of any costs, civil or criminal legal action as necessary
- removal of a Laptop and any other equipment from student's possession
- cancelation of this agreement.

Equipment

The following items may be included in the user agreement

- a laptop
- a laptop charger
- a hardcover
- a laptop bag or laptop sleeve

The following items are not included in the user agreement

- Peripherals such as headphones, a mouse, printer, USB, Media (CDs/DVDs)
- Internet access at home
- Software required for personal use
- Excess internet and printing costs on-site

Software

The College will provide a suite of software programs for student use.

Financial Arrangements

Ownership and Responsibility

The College will own the Laptop and the families will bear the responsibility for the care, maintenance and correct usage of the Laptop.

Student families may have the opportunity to purchase the laptop at the end of the life cycle of the laptop as determined by Marian College.

Insurance

The College has an insurance policy coverage for the Laptop. This covers repair or replacement due to fire, theft, and some accidental damage.

Exclusions to Insurance Coverage

- Wilful damage
- Cosmetic damage, wear and tear
- Theft from vehicle if the vehicle is
 - unlocked
 - or if computer is in plain sight in locked vehicle.
- Theft while unattended
- Consequential loss of any kind
- Software
- The family will be liable for the cost of repair or replacement if their computer is left unsecured at school and is damaged, lost or stolen
- When negligence leads to damage, Marian College reserves the right to negotiate the replacement cost of the device with the family
- Water and other liquid damage except in the case of flooding. (actions such as spilling a drink on the computer or dropping the computer in a spa, pool, bathtub etc either wilfully or negligently, are specifically excluded)

Table of Charges for the Repair or Replacement of Laptops	
Repairs carried out under terms of the laptop warranty	No Charge
Non insurance/non warranty repairs	Cost of repairs up to the replacement value of the laptop*
<i>*The replacement value of the laptop will take into account the age but not condition of the laptop</i>	

Servicing

All servicing is to be carried out by Marian College staff or its agents. The College will endeavour to have the Laptop returned to the student as soon as possible. (subject to compliance with insurance conditions). Students will be supplied with a replacement laptop while theirs is being repaired.

Invoice for Damage

Families will be invoiced for damage that is not covered by warranty. The repaired computer will not be returned to the student until the invoice is paid.

Hotswap Computers

A 'Hotswap computer' will be made available to students while the computer is being repaired. The Hotswap computer will be available for up to 2 weeks after a family has been invoiced.

Notification

If stolen, a police report is required as soon as possible. If lost or damaged at school, the student must report the damage or loss to the ICT Office immediately.

Return of the Laptop

The Laptop must be returned in good condition and working order before the student leaves the College or when Marian College requests. The College will require the Laptop to be provided to the ICT support centre at least annually for monitoring and service. The Laptop may be requested at other times for inspection and/or for routine or unforeseen maintenance. Failure to return the laptop as requested will result in the family being invoiced for the full replacement cost of the device.

Acknowledgement and Acceptance

Date of execution

The date of execution of this agreement is the date of signing below.

Parent/Guardian's Acknowledgement and Acceptance

- I acknowledge and agree
- to the provisions of this agreement, the Marian College ICT User Manual and related Marian College policies and procedures
 - that I have read the responsibilities outlined in this agreement and ICT User Manual
 - to accept my responsibilities in using the College's network, resources and facilities
 - that, in the event of accidental loss or damage, I will be liable to pay the insurance excess amount
 - that in the event of wilful damage or damage caused by negligence, I will be liable for the cost of the repairs or replacement of the Laptop and replacement of any other equipment
 - that should I breach this agreement consequences may apply
 - I understand this User Agreement will be updated from time to time. Families will be notified as any change occurs.

Name of Parent/Guardian _____

Signed _____ Date _____

Student's Acknowledgement and Acceptance

- I acknowledge and agree
- to the provisions of this agreement, the Marian College ICT User Manual and related Marian College policies and procedures
 - that I have read the responsibilities outlined in this agreement and ICT User Manual
 - to accept my responsibilities in using the College's network, resources and facilities
 - that should I breach this agreement consequences may apply

Name of student _____ Class _____

Signed _____ Date _____

Marian College's Acknowledgement and Acceptance

Signed on behalf of Marian College

Cath Watter

**Mrs Cath Watter
Principal
Marian College**