

MFL MarMac 1 to 1 LAPTOP COMPUTER USE AGREEMENT

This agreement is made effective upon receipt of computer, between the MFL MarMac Community School District, the student receiving a 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 MFL MarMac Community School District, hereby agree as follows:

1 Equipment

1.1 Ownership

MFL MarMac 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, MFL MarMac 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 laptop configurations the same. All computers include ample RAM and hard-disk space, a protective laptop case, software, and other miscellaneous items. MFL MarMac will retain records of the serial numbers of provided equipment.

1.3 Substitution of Equipment:

In the event the Computer is inoperable, MFL MarMac 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-MFL MarMac installed software and for any data stored on the Computer. It is the sole responsibility of the Student to back up such data as necessary. MFL MarMac provides a means for backup along with directions but MFL MarMac does not accept responsibility for any such software. Server-based user accounts and home directories will still be provided, as is currently the case. However, it is the student’s responsibility to transfer files/documents to the server for back-up. No automatic back-up will be available.

1.5 Students Eligible for 1:1 Laptop Program

Full time MFL MarMac High School students will be issued a laptop at the start of each school year. Students who are enrolled in the Clayton County Alternative School are not eligible to receive a laptop.

1.6 End-of-the-school year

The current plan is to have the students turn computers in at the end of each school year.

2. Damage or Loss of Equipment

2.1 Insurance and deductible:

The incidental usage fee is \$25.00 per school year per child and is non-refundable. This is to pay for incidental costs associated with the 1 to 1 initiative.

- A separate application and fee will be needed for each student in a family.
- By signing **YES**
 - The student is responsible for the first \$200.00 of ANY damage.
 - The student is responsible for ALL INTENTIONAL damage per instance.
- By signing **NO**
 - The student and parent are responsible for any and ALL damage.
- Total value will be determined at the time of loss or damage. (Total value of computer and accessories is currently \$999.00)

All students are required to return the computer at the end of the school year with all accessories issued. If the student loses or damages the computer or any of the accessories during the school year, the student is responsible for the school's cost of replacement.

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.
- In the event of damage, MFL MarMac reserves the right to charge the student and parent the full cost for repair or replacement when damage occurs due to gross negligence as determined by 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.
 - Lending equipment to anyone other than one's parents/guardians.
 - Using equipment in an unsafe environment.
 - Using the equipment in an unsafe manner.
 - Not carrying the laptop in the school provided protective case.

Students must keep the computer locked (i.e. locked in your school locker, home or secure place where others do not have access) **or attended (with you or within your sight) at all times.**

- Laptops left in bags or backpacks or in unattended classrooms are considered "unattended" and may be confiscated by faculty or staff as a protection against theft.

- If confiscated, the student will receive a warning before getting the laptop back. If the laptop is confiscated a second time, the student may be required to get a parent signature acknowledging financial responsibility before getting the laptop back.
- Unattended and unlocked equipment, if stolen – even at school – will be the student’s responsibility.

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 Director of Technology, Teacher / Librarian, or the building Principal.
- If the computer is stolen or vandalized while not at an MFL MarMac sponsored event, the parent shall file a police report along with reporting it to school authorities.

2.5 Technical Support and Repair:

MFL MarMac 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 Legal Issues and Jurisdiction

Because MFL MarMac owns and operates the equipment and software that compose our network resources, the school is obligated to take steps to insure that all facilities are used legally. Hence any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of MFL MarMac’s network resources is subject to the rules stated in this policy. School administration monitors our network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including email system, the school administration reserves the right, if needed, and at its discretion, remotely access, to open, examine and/or delete electronic files that violate this Computer Use Policy.

3.2 Monitoring

MFL MarMac will monitor computer use using a variety of methods – including electronic remote access – to assure compliance with MFL MarMac’s Legal and Ethical Use Policies.

3.3 Legal and Ethical Use:

All aspects of MFL MarMac Computer Acceptable Use Policy will remain in effect, except as mentioned in this section.

3.4 File sharing and File sharing Programs

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 may not be used to facilitate the illegal sharing of copyrighted material (music, video and images). Examples of such

programs include but are not limited to the following: BitTorrent, Limewire, Kazaa, and Acquisition. Individuals with legitimate, school related needs to use these tools must seek prior approval from the Director of Technology or School Administrator.

3.5 Allowable Customizations

The Student *is permitted* to alter or add files to customize the assigned Computer to his/her own working styles (i.e., background screens, default fonts, and other system enhancements). All customizations of computers need to be school appropriate. The Student *is permitted* to download music to iTunes. Applications and programs can be downloaded if needed for classroom use.

3.6 Disclaimer

MFL MarMac does not have control of the information on the Internet or incoming email, nor does it provide any technical barriers to account holders accessing the full range of information available. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of the MFL MarMac Community School District. While MFL MarMac 's intent is to make Internet access available for educational goals and objectives, account holders will have the ability to access other materials as well. At MFL MarMac , we expect students to obey the Computer Use Policy when using the Internet. Students found in violation of the policy will be disciplined. In addition, MFL MarMac account holders take full responsibility for their access to MFL MarMac 's network resources and the Internet. Specifically, MFL MarMac makes no warranties with respect to school network resources nor does it take responsibility for:

- the content of any advice or information received by an account holder;
- the costs, liability or damages incurred as a result of access to school network resources or the Internet; any consequences of service interruptions.