

## **Career Academy Laptop Computer Use Agreement 2017 - 2018**

In the interests of furthering the educational goals of the Career Academy South Bend (CASB) and students, the school will make available for use by the student one (1) Laptop Computer (Laptop) for use while the student is registered in the school. Please note that students are not issued a laptop for use during the summer term. The laptop is intended for educational purposes and will be issued upon the student's and parent/guardian's signed acceptance of the terms of this Laptop Computer Use Agreement, of the terms of the school's Computer/Network Resources Acceptable Use Policy and of the school's Code of Conduct.

### **1. Care of Equipment**

The student will exercise all due and reasonable care in handling and use of said equipment and agrees to voluntarily return the equipment in good condition if the student is no longer registered in the School. The School accepts and acknowledges the reasonable and normal wear and depreciation in value of the laptop. The student will be responsible for damages when:

- a) The student's negligent use or misuse causes damage to the laptop.
- b) The damage to the laptop is intentional.
- c) The damage, depreciation, or wear and tear is outside the terms of this agreement. Students should monitor the condition of the laptop while the laptop is officially issued to the student. As soon as minor or major damage is observed the student should return the laptop to the school for repair.

### **2. Loss Limit**

Unless otherwise specified in this agreement, the maximum loss incurred by the student for a lost, stolen, or damaged laptop is \$320.00

### **3. Lost or Stolen Laptop**

If the laptop is lost or stolen, the student must file a report with the appropriate law enforcement agency within 48 hours of the time the laptop is lost or stolen. Additionally, the student must file an incident report with the school as soon as possible after the laptop is lost or stolen. Students are liable to the school for the value of the missing laptop up to \$320.00

### **4. Rules of Use**

The student shall abide by the school's Computer/Network Resources Acceptable Use Policy. Unacceptable use includes, but is not limited to, the following:

- a) Using network access to alter or destroy information belonging to others.
- b) Using profanity, obscenity or other language that may be offensive or abusive to another person.
- c) Copying personal communications to others without the original author's permission.
- d) Copying software or other copyright protected material in violation of copyright law.
- e) Using the network for any illegal activity or private business purposes.
- f) Spreading computer viruses deliberately or by importing files from unknown sources.
- g) Harassing another individual.
- h) Using the network to disrupt college/Collegiate High School business or educational activities.

- i) Use of any computer or program in a manner other than that which was intended.
- j) Unauthorized installation of software including downloads (ie. Napster, Morpheus, games, etc.) or modification of the laptop.
- k) Allowing use or possession of the computer by anyone other than the student to whom the computer is issued.

## **5. License Agreements**

The School is the sole owner of the software included with the laptop. Any copying, modification, merging, or distribution of the software by the student, including the written documentation, is prohibited. The student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this agreement and the student may be subject to disciplinary action.

## **6. Termination of Agreement**

Termination of this agreement shall occur automatically under any or all of the following circumstances: a) When the student is not registered for School.

- b) Breach of the terms of this agreement or other School policies.
- c) Upon notice to the student of termination from the School, with or without cause. Upon such termination, the student shall return the laptop and all associated equipment and software to the CASB Office within 48 hours from the student's last class period. The laptop must be returned prior to a reissue of a laptop for the subsequent term.

## **7. Notice of School Rights**

The Student has no ownership, interest in, and no right to title in the laptop. The School is the equitable owner of the laptop and as such will enforce its rights vigorously through all means civil and criminal. Students who are in material breach of the agreement and/or who deny any of the School's ownership rights to the laptop may be subject to disciplinary action, including referral for possible civil action or prosecution for theft under Indiana's Statutes. Notice of these civil and criminal remedies will be sent to any student in violation of the agreement prior to action being taken, but the failure to give such notice shall not impair or limit the School's rights.

## **8. Indemnification**

Student and parent/guardian agree to reimburse and hold the School harmless from and against any and all liabilities, costs, collection costs, and damages (including attorney fees), which arise out of or relate in any way to the use of, misuse of, or failure to return the laptop equipment or software by the student or others.

## **9. Modifications, Upgrades & Repairs**

The Student shall not modify, upgrade, or attempt repairs to the laptop or its installed software without the express written permission of the School. Any modifications, upgrades, or repairs made shall become the property of the School. Any damage to the laptop, or other requirement for modification, upgrading, or repair shall be immediately brought to the attention of the School. The student and parent/guardian is responsible for the cost of any modifications, upgrades or repairs to the laptop, and peripheral equipment, or its installed software, where it is required as a result of the student's misuse, negligence or intentional conduct, or other acts or omissions in violation of the agreement. Any required software must be installed by authorized CASB personnel.

## **10. Insurance**

The student and or parent/guardian may purchase voluntary insurance from the School for the amount of \$25.00 per computer per year for the duration of the student's enrollment in the School. When purchased, insurance coverage is assigned to any laptop officially issued to a student during a calendar year. The School's self-insurance will cover the following:

a) Unintentional damage to student's laptop if reported in a timely manner.

Students will still be responsible for the value of lost computers. The value attributed to the computer will be \$320.00.

Insurance Exclusions: The following items are not covered by insurance:

a. AC power supply- (\$50.00 replacement cost)

#### Term of the Laptop Computer Use Agreement

This agreement is effective as of the date the equipment is received.

This agreement will terminate on August 14, 2018, unless terminated or extended by written agreement.