

Use Agreement for Laptop Checkout 2007

Howard Elementary School

Overview

With the help of parent contributions, Howard Elementary School is willing to waive personal liability of the Parent and Student for the laptop checkout program for theft or certain damage to the laptop issued to your student(s), if your laptop suffers damage by any cause not excluded.

Howard will:

- Pay the cost of repair of a laptop by a qualified individual authorized by the Eugene School District 4J; or
- Replace the laptop with equipment of similar specification at the discretion of the school district as long as funding is available.

The Eugene School District will:

Only guarantee to indemnify you for damage or theft to the laptop if you bring the damaged laptop to the attention of the District to arrange for authorized repair(s), or follow all requirements noted herein in the case of a stolen laptop for replacement of such laptop.

The Howard Elementary School Technology User Fees, will pay cost of some non-warranty repairs or replacement computer, given that:

- Losses are reported to Howard Elementary School as soon as possible
- A report and incident description is provided including a copy of police report (if stolen)
- No reimbursement will be made for repairs or replacement by anyone other than Howard Elementary School or a qualified individual authorized by the Eugene School District4J.

Definitions

- District: means the Eugene School District 4j and Howard Elementary School
- Laptop: means the Apple Macintosh iBook or MacBook laptop computer and protective sleeve issued to your student under this agreement.
- Unattended: means when not within sight and control of the Student or Parent.

Loss or Damage Notifications and Requirements

Your Duties in the Event of Loss or Damage

- File a police report (if stolen)
- Give Howard Elementary prompt notice of the theft or damage, including the make, model and serial number of the laptop issued to your student(s)
- As soon as possible, give Howard Elementary a description of how, when and where the theft or damage occurred, including a copy of the police report filed;
- cooperate with the District or School in any investigation of the claim.

Things that are routinely covered by Howard Elementary School

- Normal warranty items (defects in workmanship)
- Wear and tear
- Cosmetic damage

Things that will not be covered by Howard Elementary School

- Dishonest/Criminal acts that result in damage of the laptop
- Intentional acts or serious neglect by you, or at your direction. This clause applies regardless of whether you are charged with or convicted of a crime.
- Damage while with a third party (non-student or parent) is using the laptop. We do not cover dishonest acts by you, or anyone entrusted with the property.

Assignment

You may not assign this Use Agreement to another person without our written consent.

Recovery Rights

Eugene School District 4J may require an assignment of rights or recovery for a loss to the extent any payment is made by the District. You will be required to cooperate with the District in any recovery action, and all rights of any recovery are owned by the District.

Howard Elementary School can revoke the privileges of a student or family that violates laptop agreements:

- If student or parent violates any provision of the Use Agreement.
- If decision is made that it is to the benefit of all students in District to end the program
- If agreement is terminated with parent, laptop is to be returned
- If parent withdraws student from Howard Elementary School

Acceptable Use Policy for Student Laptops 2007-2008

Howard Elementary School

All students utilizing computers at Howard Elementary School are expected to observe the following acceptable use requirements.

As a student, I will....

- Bring my laptop to school every morning fully charged (if taking them home).
- Transport my laptop to and from school in the protective sleeve, which I will always carry inside a backpack. (if taking them home).
- Store my laptop inside the sleeve in a secure location when not using it. (if taking them home).
- Never load software or other items that will use up memory.
- Never reconfigure my computer without school permission.
- Immediately report laptop malfunctions, damage, or loss to my teacher or technology specialist.
- Keep my laptop clean with no attached stickers or other items that might deface or damage my laptops surface, screen, or other parts.
- Keep my laptop away from food and all liquids.
- Teach others in my home the rules of using my laptop.
- Only go to adult approved websites at school and at home.
- Use my laptop only for school-related purposes.

I understand and will abide by the provisions and conditions of this agreement and acceptable use policy. I understand that any violations of the above provisions may result in the loss of my laptop privileges and appropriate disciplinary action.

Student Name

Student Signature

Date

As a parent of this student, I have read and agree to the provisions of this agreement and acceptable use policy. I understand that it is impossible for Eugene School district 4j to restrict access to all controversial or inappropriate materials, and I will not hold the District responsible for materials acquired on the Internet.

Parent Name

Parent Signature

Date