

**CLARK ADVANCED LEARNING CENTER**

**LAPTOP COMPUTER USE AGREEMENT**

In the interests of furthering the educational goals of the Clark Advanced Learning Center (CALC) and its students, the CALC will make available for use by the student one (1) Laptop Computer (laptop) while the student is enrolled in the CALC.

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 and the CALC Student Code of Conduct.

The Computer Use Agreement (Agreement) is made by and between the Clark Advanced Learning Center (CALC), and

\_\_\_\_\_  
Student

\_\_\_\_\_  
Student Identification Number

\_\_\_\_\_  
Parent/Guardian

**Terms of Use**

1. The Clark Advanced Learning Center will provide for computer repairs resulting from a software or hardware malfunction.
2. Students and parents/guardians will be liable for replacement cost of lost or stolen equipment. Replacement cost of a laptop is \$1477.
3. Students will be liable for physical damage to the laptop and peripheral equipment, up to \$1477.

**Care of Equipment**

The student will exercise all due and reasonable care in handling and use of said equipment and agrees to return the equipment in good condition if the student is no longer registered in the CALC. The CALC accepts and acknowledges reasonable and normal wear and depreciation in value of the laptop. The student and parent/guardian 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 or accidental.
- c) The damage, depreciation, or wear and tear is outside the terms of this Agreement.
- d) The laptop and/or peripheral equipment is lost or stolen.

Students and parents/guardians agree to pay for any reasonable cost of repair or replacement of the equipment caused by the user's lack of care, negligence (resulting in damage or theft) or misuse. Initial\_\_\_\_\_

## **Loss Limit**

Unless otherwise specified in this agreement, the maximum loss incurred by the student for a lost, stolen, or damaged laptop is \$1477.

## **Lost or Stolen Laptop**

The student is responsible for safeguarding his or her assigned laptop. If the laptop is lost or stolen, a report must be filed with the CALC Executive Director or Assistant Director within 48 hours of the time the laptop is lost or stolen, so that appropriate law enforcement authorities can be notified. If the loss cannot be recovered, the student and parents/guardians are liable to the school for the value of the missing laptop up to \$1477. The CALC reserves the right not to re-issue a laptop to a student whose assigned laptop is lost, stolen, or damaged beyond normal wear and tear.

## **Rules of Use**

Use of computer and network resources is a privilege, not a right. Treat this privilege with care.

Students can expect their computers and laptops to be periodically inspected and monitored for appropriate usage.

The student shall abide by the CALC's Acceptable Use Policies as outlined in the Student Code of Conduct. Unacceptable uses include, but are not limited to, the following:

- a) Using profanity, obscenity or other language that may be offensive or abusive to another person.
- b) Copying personal communications to others without the original author's permission.
- c) Copying software or other copyright protected material in violation of copyright law.
- d) Harassing another individual.
- e) Use of any computer or program in a manner other than that which was intended.
- f) Unauthorized installation of software including downloads (ie. Napster, Morpheus, games, etc.) or modification of the laptop.
- g) Using network access to alter or destroy information belonging to others.
- h) Spreading computer viruses deliberately or by importing files from unknown sources.
- i) Using the network to attempt to disrupt CALC/IRSC/MCSD business or educational activities.
- j) Using the network for any illegal activity or private business purposes.
- k) Computer "hacking" activities are expressly prohibited. Individuals must not attempt to undermine the security or the integrity of computing systems or networks and must not attempt to gain unauthorized access.
- l) Users may not use any computer program or device to intercept or decode passwords or similar access control information.

Inappropriate use as outlined above will result in an informal or formal disciplinary action, depending on the severity of the infraction. Disciplinary measures may include, but are not limited to, loss of laptop and/or system access privileges.

The CALC reserves the right not to reissue a laptop to a student whose laptop was stolen, damaged, or misused.

## **License Agreements**

The CALC 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.

## **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 in the CALC.
- b) Breach of the terms of this agreement or other CALC policies.
- c) Upon notice of termination to the student from the CALC, with or without cause.
- d) At the conclusion of the school year.

Upon such termination, the student shall return the laptop and all associated equipment and software to the CALC Office within 48 hours from the student's last class period.

## **Notice of School Rights**

The Student has no ownership, interest in, and no right to title in the laptop. The CALC is the equitable owner of the laptop and as such will enforce its rights vigorously through all means civil and criminal. The CALC reserves the right to reclaim possession of the laptop at any time without requirement to state cause. Students who are in material breach of the agreement and/or who deny any of the CALC's ownership rights to the laptop may be subject to disciplinary action, including referral for possible civil action or prosecution for theft under Florida'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 CALC's rights.

## **Indemnification**

Student and parent/guardian agree to reimburse and hold the CALC 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.

## **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 CALC. Any modifications, upgrades, or repairs made shall become the property of the CALC. Any damage to the laptop, or other requirement for modification, upgrading, or repair shall be promptly brought to the attention of the CALC. The student and parent/guardian is responsible for the cost of any modifications, upgrades or repairs to the laptop 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 will be installed by authorized CALC personnel.

## Term of the Agreement

This agreement is effective as of the date the equipment is received and the receipt form is signed by the student and parent/guardian.

This agreement will terminate on May 29, 2009 unless terminated earlier or extended by written agreement.

By my signature, I hereby acknowledge that I have reviewed, understand and will abide by the terms of this agreement.

\_\_\_\_\_  
Student Signature Date

\_\_\_\_\_  
Parent/Guardian Signature Date

## Delivery and Acceptance

- By my signature below, I authorize my student to verify receipt and condition of the equipment. (Actual receipt will be confirmed by the addition of the student's signature.)

I hereby acknowledge receipt of the laptop, and peripheral equipment and software listed below, in good condition and working order and verify the correctness of the serial number and school barcode number as stated. In the event the student is no longer registered in the CALC, the laptop, and all associated equipment and software listed, must be returned to the CALC within 48 hours from the student's last class.

By signing this form and acknowledging receipt of the LAPTOP, the USER accepts full responsibility for all expenses due to damages and/or loss as defined by this Agreement.

\_\_\_\_\_  
Parent/Guardian Signature Date

\_\_\_\_\_  
Student Signature Date

Equipment Received (total value up to \$2,000)	
For office use only. Check computer issued.	
<input type="checkbox"/> 1. One (1) _____ laptop  Bar Code Number _____  2. _____ (Network cards) 3. Power Supply 65 Watt / 90 Watt 4. Carrying Case	Notes: