



## **TECHNOLOGY AT EVSC**

### **NETBOOK USE AGREEMENT**

Please read this entire section carefully.

This agreement is made effective upon receipt of a Netbook, between The Evansville Vanderburgh School Corporation (“EVSC”), the student receiving a Netbook (“Student”), and his/her parent(s) or legal guardian (“Parent”). The Student and Parent(s), in consideration of being provided with a Netbook, software, and related materials for use while a student at EVSC, hereby agree as follows:

#### **1 Equipment:**

1.1 Ownership: EVSC retains sole right of possession of the Netbook and grants permission to the Student to use the Netbook according to the guidelines set forth in this document. Moreover, EVSC administrative staff retains the right to collect and/or inspect the Netbook 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 Netbook configurations the same within each school. All systems include ample RAM, hard-disk space, open office software, wireless network capability, and a protective sleeve. EVSC will retain records of the serial numbers of provided equipment.

1.3 Substitution of Equipment: In the event the Netbook is inoperable, EVSC has a limited number of spares for use while the Netbook is repaired or replaced. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a Netbook or to avoid using the Netbook due to loss or damage. In the event a Netbook is brought to school without a charged battery, EVSC will trade the student battery for a fully charged battery.

1.4 Responsibility for Electronic Data: It is the sole responsibility of the Student to backup necessary data. EVSC will provide network storage, accessible within the network.

1.5 Responsibility for Installed Software: The Student may not install or uninstall any software to the Netbook without prior approval from the Chief Technology Officer. Operating System and Application updates will be run from a central location.

#### **2 Damage or Loss of Equipment:**

2.1 Warranty for Equipment Malfunction: EVSC has purchased a one-year manufacturer’s warranty covering parts and labor. The warranty only covers damage to the Netbook caused by manufacturer’s defects. Families incur no additional charges for repairs covered by warranty. After the first year of warranty, EVSC will justify the cost of repair vs. replacement of a device.

2.2 Responsibility for Damage: The Student is responsible for maintaining a 100% working Netbook at all times. The Student shall use reasonable care to ensure that the Netbook is not damaged. Refer to the *Standards for Proper Care* document, for a description of expected care. In the event of damage not covered by the warranty, the EVSC reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to negligence. Examples of negligence include, but are not limited to:

- Leaving equipment unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked Netbook while at school.
- Lending equipment to others, other than one's parents/guardians.
- Using equipment in an unsafe environment.
- Using the equipment in an unsafe manner. (See the *Standards for Proper Care* document)

2.3 Responsibility for Loss: In the event the Netbook is lost or stolen, the Student and Parent will be billed the full cost of replacement.

2.4 The EVSC has entered into an agreement with Student Insurance Partners to provide optional laptop/tablet Insurance which will provide replacement cost coverage and protect the laptop worldwide.

2.5 Actions Required in the Event of Damage or Loss: Report the problem immediately to the Chief Technology Officer. If the Netbook is stolen or vandalized while not at EVSC or at an EVSC sponsored event, the Parent shall file a police report.

2.6 Technical Support and Repair: EVSC will provide technical support, maintenance and repair. Any attempt to repair outside of EVSC may result in the Student and Parent being charged the full replacement cost.

### 3 Legal and Ethical Use Policies:

3.1 Monitoring: EVSC will monitor Netbooks using a variety of methods – including electronic remote access – to assure compliance with EVSC's Acceptable Use Policies.

3.2 Legal and Ethical Use: All aspects of EVSC's Acceptable Use Policy remain in effect. EVSC will provide content filtering within the EVSC network and outside of the network. However, EVSC does not have full control of the information on the Internet or incoming email from a non-EVSC email provider.

3.3 File-sharing and File-sharing Programs: The installation and/or use of any Internet-based file-sharing tools are explicitly prohibited. Filesharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video and images). Individuals with legitimate, school-related needs to use these tools may seek prior approval from the Chief Technology Officer.

3.4 Allowable Customizations: The Student *is permitted* to alter or add files to customize the assigned Netbook to their own working styles (i.e., wallpaper, default fonts, and other system enhancements). However, EVSC reserves the right to ensure all customizations follow the Acceptable Use Guidelines and may periodically conduct maintenance that may configure the Netbook back to the originally installed state.