

LAPTOP COMPUTER USE AGREEMENT / ACCEPTABLE USE POLICY

The Clark Advanced Learning Center (Clark) is committed to the safety of our students whose well-being is at the center of all policies as we strive to make academic success a reality for all students. Thank you for becoming partners with us to make learning with technology a success.

Clark utilizes Information Systems and supporting technology to facilitate Clark business, deliver courses and provide resources to students. In the interests of furthering the educational goals of the Clark Advanced Learning Center (Clark) and its students, the Clark will make available for use by the student one (1) Laptop Computer (laptop) while the student is enrolled in Clark.

All students regardless of internet / intranet connectivity methods are subject to the network and internet usage terms of this agreement. The use of technology whether owned by the Clark Advanced Learning Center or devices supplied by students entails personal responsibility. Students and parents/guardians participating in bring your own technology (B.Y.O.T.) agree to comply with the terms and conditions set by this acceptable use policy. All students are responsible for their actions and activities involving computers and/or network services.

The Clark laptop and B.Y.O.T. devices are intended for educational purposes and will be issued upon the student's and parent/guardian's signed acceptance of the terms of the Laptop Computer Use Agreement and the Clark Student Code of Conduct.

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 \$ 1,269.
3. Students will be liable for physical damage to the laptop and peripheral equipment, up to \$ 1,269. Should your school issued device incur physical damage the repair costs are as follows:

Each incident is subject to a service fee of:

- a. \$99 for screen damage or top cover enclosure damage. Including dents, dings, and gouging referred to as "*cosmetic damage*"
- b. \$299 for other damage
- c. Catastrophic damage from an accident or inoperability after unauthorized modifications require parents / students to make financial restitution to the Clark Advanced Learning Center in the amount of \$1269.

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 at Clark. 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, accidental, or cosmetic.

- 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.
- e) 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.

Loss Limit

Unless otherwise specified in this agreement, the maximum loss incurred by the student for a lost, stolen, or damaged laptop is \$1,269.

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 Clark 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 \$1,269. Clark 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.

Program Acceptance

Students agree to accept responsibility to ensure that all data is saved to the school issued Google Drive.

Rules of Use

Use of computer and network resources is a privilege, not a right. Treat this privilege with care. Furthermore, the Acceptable Use Policy ensures compliance with the Children's Internet Protection Act (CIPA). Because of the need to protect Clark's network and computing resources, administration reserves the right to access and/or examine any information stored on any network device. Students can expect privately owned equipment accessing the school's network and Clark laptops to be periodically inspected and monitored for appropriate usage. Clark reserves the right to inspect any and all files stored on school-owned hardware and / or any personal media brought on Clark premises by Clark students. Web browsing may be monitored, and web activity records may be retained indefinitely.

The student shall abide by the Clark'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 (i.e.untrasurf, proxybypass, torrent installation, 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 Clark/IRSC/MCSD business or educational activities
- j) Engaging in any network and/ or Internet activity that violates any local, state or federal law
- 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.
- m) All network users must comply with CIPA regulations
- n) Any attempt to circumvent internet filtering
- o) “Cyberbullying” – conduct that threatens, insults, or dehumanizes students or employee.
- p) Effecting security breaches or disruptions of network communication
- q) Unsolicited email messages to staff and students including bulk email addressing
- r) Student agrees not to alter or adjust the laptop by the addition or deletion of any hardware
- s) Student agrees to not leave the laptop unattended and unsecured at any time

Students and parents/guardians participating in bring your own technology (BYOT):

- Take full responsibility for his or her laptop. The school is not responsible for the security of the laptop.
- Realize that printing from personal laptops will not be possible at school.
- Acknowledge that the school's network filters will be applied to all devices connected to the internet and the student will not attempt to bypass them.
- Understand that bringing on premises or infecting the network with a Virus, Trojan, or program designed to damage, alter, destroy, or provide access to unauthorized data or information is in violation of the AUP policy and will result in disciplinary actions.
- Realize that processing or accessing information on school property related to “hacking”, altering, or bypassing network security policies is in violation of the AUP policy and will result in disciplinary actions.
- Clark and IRSC have the right to collect and examine any device that is suspected of causing problems or was the source of an attack or virus infection.
- All device’s media access control address must be registered with the technology coordinator in order to access network services

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.

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

License Agreements

Clark 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.

Proprietary Information

The Use of software that violates the rights of any person or company protected by copyright, trade, patent or other intellectual property is prohibited. The installation or distribution of software products that are not appropriately licensed for use by Clark is not permitted. Unauthorized copying of copyrighted material including, but not limited to digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the end user does not have an active license is strictly prohibited.

Email

The Clark Advanced Learning Center provides students with email accounts for the purpose of school related communication. Availability and use is restricted based on school policies. Notice is hereby given that email usage may be monitored and archived.

Collaborative Content

Recognizing the benefits collaboration brings to education, the Clark Advanced Learning Center provides students with access to web sites or tools that allow communication, collaboration, sharing, and messaging among users. Students are expected to communicate with the same appropriate, safe, mindful, courteous conduct online as offline. Posts, chats, sharing, and messaging may be monitored.

Netiquette

Students should always use the Internet, network resources, and online sites in a courteous and respectful manner. Students should not to post anything online that they wouldn't want parents, teachers, or future colleges or employers to see. Once something is online, it's out there and cannot be removed. Posting is permanent! Students agree to follow the core rules of netiquette:

1. Adhere to the same standard of behavior online that you follow in person
2. Make yourself look good online
3. Respect others

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 Clark
- b) Breach of the terms of this agreement or other Clark policies
- c) Upon notice of termination to the student from Clark, 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 Clark 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. Clark is the equitable owner of the laptop and as such will enforce its rights vigorously through all means civil and criminal. Clark 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 Clark'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 Clark's rights.

Indemnification

Student and parent/guardian agree to reimburse and hold Clark 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 Clark. Any modifications, upgrades, or repairs made shall become the property of Clark. Any damage to the laptop, or other requirement for modification, upgrading, or repair shall be promptly brought to the attention of Clark. 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 Clark personnel.

The Laptop Computer Use Agreement (Agreement) / Acceptable Use Policy (AUP) is made by and between the Clark Advanced Learning Center (Clark) and

Student _____

Parent/Guardian _____

Term of the Computer Use 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 25, 2021** 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 _____

G Suite for Education

By signing below, I give permission for the Clark Advanced Learning Center to create/maintain a G Suite for Education account for my child and for Google to collect, use, and disclose information about my child only for the purposes described in the notice at <http://www.clarkadvancedlearningcenter.org/p/223/aup-agreement>. If you don't provide your consent, we will not create a G Suite for Education account for your child.

Parent/Guardian Signature _____

Date _____

Delivery and Acceptance

I hereby acknowledge receipt of the laptop, and peripheral equipment as noted by serial number 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 Clark, the laptop, and all associated equipment must be returned to Clark 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. 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.

Parent/Guardian Signature _____

Date _____

Student Signature _____

Date _____

For Office Use Only		
Laptop Serial Number		
Insurance	Yes	No