

Name _____

**Flour Bluff ISD STUDENT - PARENT Laptop USE AGREEMENT/POLICY
2012-2013**

NOTE: In this agreement "we", "us" and "our" means FBISD and "you" and "your" means the parent/guardian and student enrolled in FBISD. The "property" is a laptop owned by Flour Bluff Independent School District.

Terms: You will comply at all times with the *FBISD Student Handbook and Code of Conduct*, including the *FBISD Student Technology Acceptable Use Policy*. Failure to comply may terminate your rights of possession effective immediately, and we may repossess the laptop.

FBISD PROVIDES THE LAPTOP "AS-IS". FBISD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Title: At all times, the legal title to the laptop is maintained by FBISD. Your right of possession and use is limited to and conditioned upon your full and complete compliance with this *Agreement* and the *FBISD Student Technology Acceptable Use Policy*, which is available on the FBISD web site:
<http://www.flourbluffschoos.net>.

You have no rights of confidentiality when using the laptop. Contents of email, information regarding your internet usage, and network communications may be reviewed at the sole discretion of FBISD. By signing this Agreement, you further acknowledge that FBISD is required by law to comply with the Texas Public Information Act and all other laws and policies.

As such, you agree to fully and timely comply with any and all directives issued by FBISD regarding the use of this equipment and the technology agreement.

Financial Hardships:

Based on TEC 11.158, the School District may require payment of a reasonable fee, not to exceed the actual annual maintenance cost for the use of technology equipment. If this fee creates a financial hardship on you or your parent(s) in obtaining a laptop, please contact campus administration about payment options.

Types of Items Not Covered by Insurance:

- Loss, theft, neglect, or deliberate damage of laptop, cables, power adapter, and case
- Cosmetic damages
- Preventative maintenance
- Effects of normal wear and tear
- Third-party products or effects that may damage to the laptop
- Recovery of software or data
- Damaged/lost cover

If the laptop, case, cables, and/or cords or other equipment associated with this agreement are damaged, lost, or stolen, **you are responsible** for the reasonable cost of repair or its replacement value on the date of loss, including the appropriate deductible insurance coverage and any loss or damage not covered by insurance. Loss or theft of the property must be reported to FBISD by the next school day after the occurrence and a copy of the police or sheriff's theft report must be provided to the District. High School students must clear all records and pay all fees before the end of the school year.

Repossession:

If you do not fully comply in a timely manner with all terms of this *Agreement* and the *FBISD Student Technology Acceptable Use Policy, FBISD Student Code of Conduct, etc.*, including the timely return of the property, FBISD shall be entitled to declare you in default and take possession of the laptop. FBISD also reserves the right to request the return of the equipment at any time.

Term of Agreement:

Your right to use and possess the laptop terminates no later than the last day of the school year, unless otherwise terminated earlier by FBISD, or upon withdrawal from FBISD.

Appropriation:

Your failure to return the property in a timely manner will be considered unlawful appropriation of the FBISD property. Your continued use of the laptop for non-school purposes without our consent may also be considered unlawful appropriation of the District's property.

Use of Laptops on Network:

FBISD is committed to the availability of technology resources for student work. If you are experiencing problems with your laptop, you should be able to continue with class work. To assist in these situations, FBISD may provide a laptop for temporary use, based upon availability.

Storage:

The laptop affords limited electronic storage space. If you are lacking a sufficient amount of storage space on the laptop device, you will be required to delete apps, music, photos, and so forth, in order to make necessary educational-related programs accessible. You are encouraged to back up, duplicate or archive files to an independent storage space. It is recommended that you e-mail documents to yourself for storage using alternative methods. You may also utilize "cloud" storage programs, which allow access to documents from other computers via the Internet. It is your responsibility to ensure that work is not lost due to events such as mechanical failure, accidental deletion or re-imaging.

General Laptop Rules:**Inappropriate Content**

- Inappropriate content will not be allowed on laptop devices. (See *FBISD Student Technology Acceptable Use Policy, FBISD Student Code of Conduct, etc.*)
- Presence of material such as pornographic materials, inappropriate language, weapon-related content, alcohol, drugs, and/or gang related symbols or pictures will result in disciplinary action.

Use for Non-School-Related Purposes

- School District computers, electronic devices, networks and Internet services are provided for purposes related to educational programs, school operations, and performance of job responsibilities. Limited personal use is permitted as long as such does not violate this policy and the accompanying rules, the *FBISD Student Technology Acceptable Use Policy, FBISD Student Code of Conduct, etc.*

Sound

- Sound will be muted at all times unless permission is obtained from the teacher for instructional purposes

Music, Books and Apps

Music, books, and apps not provided by the District can be downloaded through your personal music software account at your expense. Content must be school appropriate and follow all terms of this *Agreement*, the *FBISD Student Technology Acceptable Use Policy*, *FBISD Student Code of Conduct*, etc. When laptops are returned, you will lose all downloaded content unless it has been stored on "iCloud."

Recording Feature and Camera

The laptop comes equipped with a microphone, front and rear-facing camera, and video capabilities. FBISD retains the rights concerning any recording and/or publishing of any student or staff member's work or image. You must obtain permission from the principal or designee before recording an individual or group or publishing a photograph or video of any school related activity. Unauthorized recordings are subject to disciplinary action in accordance with the *FBISD Student Acceptable Use Policy*, the *FBISD Student Code of Conduct*, etc.

No Loaning or Borrowing Laptops

- Do NOT loan laptops or other equipment to other students or anyone else.
- Do NOT borrow a school laptop from another student.
- Do NOT share passwords or usernames with others.

Setting Security Passcodes

- You SHOULD set a security passcode on your laptop. This passcode should be known only by you to ensure the laptop is only used by you. The School District has the right to bypass the security code.
- Access to another person's account or laptop without consent or knowledge is considered hacking and is prohibited. This is subject to discipline in accordance with the *FBISD Student Handbook and FBISD Student Code of Conduct*, as well as the *Acceptable Use Agreement*.

Modification of the Laptop

- You should NOT modify the laptop in a way that will permanently alter it, either physically and/or electronically, other than instructed by an administrator or other school personnel.
- You should NOT apply marks, stickers, or other decorations to supplied laptop cover.
- Student laptops will be labeled by FBISD in order to identify and track each device. Laptops can be identified by a serial number and a FBISD label. Students are prohibited from altering these identifying marks.
- You should NOT remove supplied cover or screen protector from the laptop.

Laptops are Required Each Day in Class

- You are required to bring fully charged laptops to class.
- FBISD encourages you to take your laptop home at night for class work and recharging. All rules and regulations that are in effect during the school day extend to the use of the laptop at home.
- If students leave their laptop at home, they are responsible for getting the coursework completed as if they had their laptop present. If a student repeatedly leaves their laptop at home, they may be subject to disciplinary consequences and revocation of the authorization to utilize the equipment.

Indemnity Provision:

You shall defend, exempt, indemnify and hold harmless FBISD, its officers, agents, servants, representatives and/or employees from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and costs and expenses of appeals there from, arising out of your use of the laptop including, but not limited to, your intentional or negligent acts and/or omissions. This paragraph shall survive termination of this Agreement.

I understand that if I violate any laws, procedures or rules, I may face legal or disciplinary action according to applicable law or District/departmental policy and procedures.

Student Signature: _____ Date: _____

Student Printed Name: _____ Grade: _____

Parent Signature: _____ Date: _____

Parent Printed Name: _____

NOTE: Sign and date this receipt. You may choose to make a copy for yourself.

*The laptop agreement must be renewed each school year.