

LAPTOP USER AGREEMENT (LUA)

Please read this entire section carefully.

This agreement is made effective upon receipt of Device, between Jackson Academy (“Jackson Academy”), the student receiving a laptop (“Student”), and the student’s parent(s) or legal guardian (“Parent”). The Student and Parent(s), in consideration of being provided with a laptop Device, software, and related materials (the “Device”) for use while the Student is enrolled at Jackson Academy, hereby agree as follows:

1 EQUIPMENT

1.1 Ownership: Jackson Academy retains sole right of ownership of the Device and grants permission to the Student to use the Device according to the guidelines set forth in this document and the Acceptable Use Policy. Moreover, Jackson Academy administrative staff retains the right to collect and/or inspect the Device at any time, including via electronic remote access; and to alter, add, or delete installed software or hardware.

1.2 Substitution of Equipment: In the event the Device is inoperable, Jackson Academy has a limited number of spare laptops (loaners) for use while the Device is repaired or replaced. This agreement remains in effect for such a substitute. The Student may not opt to keep a broken Device or to avoid using the Device due to loss or damage. If the Student forgets to bring his/her operable Device or a power adapter to school, a substitute may not be provided.

1.3 Responsibility for Electronic Data: The Student is solely responsible for any non-Jackson Academy installed software and for any data stored on the Device. It is the sole responsibility of the Student to backup all data as necessary. Jackson Academy does not accept responsibility for loss of any such data or for the Student’s own software.

The Student may choose a backup method of his/her choice. Jackson Academy recommends that the Student purchase an external hard drive and perform regular (daily or weekly) backups of data. More information on backup strategies can be found on the iLearn website. (ilearn.jacksonacademy.org)

2 CUSTOMIZATIONS

- The Student *is prohibited*
 - From adding, removing, or altering files outside the user’s directory on the assigned Device unless authorized by the Technology Department. The user’s directory is considered / *Users/jdoe* where jdoe is the username of the Student.
 - From altering the physical appearance of the device (i.e., stickers, skins, etc.).
 - From covering, removing, or altering the asset tags that are placed on the Device.
- The Student *is permitted*
 - To install applications* on the assigned Device so long as he/she legally owns and installs it in accordance with a license agreement, accepting any software that the Student knows or should know may cause system problems to the Device. We strongly suggest that the Student minimize additional installations because if those installations cause system errors, the Device will be restored to the original settings, and everything added to the system by the Student will be erased. Also, Jackson Academy will periodically conduct maintenance that will require the Student to re-install all non-Jackson Academy issued software and files. Note: the software originally installed by Jackson Academy must remain on the Device at all times.

* There are two types of applications for the Mac: Application bundles (self-contained applications) and packages. The Student *is permitted* to install application bundles on his/her Device. The Student *is prohibited* from installing packages on their Device since they require administrative privileges. If the

Student would like to install a package, he/she can bring it to the JA Tech Center for approval and password. The Student can also submit a form for package approval via the iLearn website (ilearn.jacksonacademy.org). This package may then be available for install through our Self Service Application.

3 DAMAGE OR LOSS OF EQUIPMENT

3.1 Warranty for Equipment Defects: Jackson Academy has purchased a three-year manufacturer's warranty (AppleCare) covering parts and labor. AppleCare covers only damage to the Device caused by manufacturer's defects. Families incur no additional charges for repairs covered by warranty.

3.2 Responsibility for Damage: The Student is responsible for maintaining a fully working device at all times. The Student shall use reasonable care to ensure that the device is not damaged. Refer to the Laptop Care Guide for a description of expected care. Where the damage occurs (on campus or off campus) does not affect the application of these policies.

Damage repair fees are determined by two factors. The first is the number of damage points a student has acquired. A damage point is accrued by the student when his or her laptop sustains damage that requires a repair. Each point will remain on the Student's record for a period of three years. The second factor is the total cost of the repair. The student will be responsible for 15% of the repair cost.

Below is the process of determining repair fees:

- Anytime a repair cost exceeds \$100, a student will receive a damage point.
- The Student will be charged 15% of the total repair cost and \$100 for each damage point on his or her record at the time of the incident (including the point accrued by the incident).

If the cost of a single repair is less than \$100, the student will be responsible for paying the cost of the parts, and the student will not receive a damage point. Repeated instances of this type may result in the student being given a damage point.

For more information on repairs, please see the document **Repair Fee Changes 13-14**.

3.3 Repair Procedure: In order to have the Device repaired, the Student will take the Device to the JA Tech Center. Under no circumstance should the Student take the Device to a third party repair location, including the Apple Store. The Device will be assessed, and if further repair is required, a loaner Macbook will be issued to the Student. The Student's Device will be repaired in-house or sent out for repair. The Tech Center will e-mail the Student's parent(s) to inform them that a repair is being performed and amount of the repair fee. Once the device is ready to be picked up, an e-mail will be sent to the Student and parent(s). After this notice is sent, the Student will have four business days to exchange the loaner MacBook for his/her own and to pay any fees associated with the repair.

3.4 Technical Support and Repair: Jackson Academy will make technical support, maintenance, and repair available at the JA Tech Center. For after hours and weekend support, please visit the iLearn website (ilearn.jacksonacademy.org).

3.5 Gross Negligence: Jackson Academy reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to gross negligence. Examples of gross negligence include by are not limited to

- Using the Device in an unsafe manner
- Deliberately neglecting the Device

3.6 Responsibility for Loss: In the event the Device is lost or stolen, the damage repair deductible (shown in 3.2) will apply. A student may only have one Device replaced as a result of either being lost or

stolen in a three-year period. After this one insurance claim is utilized in a three-year period, any further replacements will be assessed at the full replacement cost of the Device. Where the loss or theft occurs (on campus or off campus) does not affect the application of these policies.

3.7 Actions Required in the Event of Damage or Loss: If the Device is damaged or lost, the Student must report the problem immediately to the JA Tech Center. If lost, Jackson Academy requires that the Student and Parent complete and sign a statement fully describing the circumstances of the loss within 5 business days of the incident. If stolen, Jackson Academy will require the Student/family to file a police report, a copy of which shall be provided to Jackson Academy within 5 business days of the incident.

4 RESPONSIBILITY FOR PROPERTY

Students are responsible for maintaining a fully working Device at all times. The Student shall use reasonable care to be sure that the Device is not lost, stolen, or damaged. Such care includes

- Not leaving equipment in an unlocked car or unlocked home.
- Not leaving equipment unattended or unlocked while at school or elsewhere.
- Not lending equipment to anyone except the Student's parents.
- Not using equipment in an unsafe environment.

Students must keep the Device attended (with Student or within a secured classroom) at all times. Devices left in bags in hallways or other locations on campus are considered "unattended" and may be confiscated by faculty or staff as a protection against theft. If the Device is confiscated, the Student will receive a warning and/or disciplinary action before getting the Device back.

By signing the Laptop Program Acknowledgement Form you indicate that you have read this document and agree to its stated conditions.