



FACS Laptop User Agreement

Please read this entire section carefully.

This agreement is made effective upon receipt of computer, between First Assembly Christian School (FACS), the student receiving an FACS Laptop (“Student”), and his/her parent(s) or legal guardian (“Parent”). The Student and Parent(s), in consideration of being provided with a Latitude laptop, software, and related materials (the “Computer”) for use while a student is at First Assembly Christian School hereby agree as follows:

1. EQUIPMENT

- 1.1 **Ownership:** FACS retains sole right of possession of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this document. Moreover, FACS administration retains the right to collect and/or inspect the Computer 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 laptop configurations the same. All Computers have ample RAM and hard-disk space, software, and other miscellaneous items. FACS will retain records of the serial numbers of provided equipment.
- 1.3 **Substitution of Equipment:** In the event the Computer is inoperable, FACS has a limited number of spare laptops for use while the Computer is repaired or replaced. However, it cannot guarantee a loaner will be available at all times. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a broken Computer or to avoid using the Computer due to loss or damage. Please note that if a Student forgets to bring the Computer or power adapter to school, a substitute will not be provided.
- 1.4 **Responsibility for Electronic Data:** The Student is solely responsible for any non-FACS installed software and for any data stored on the Computer. It is the sole responsibility of the Student to backup such data as necessary to their network storage space (OneDrive). Students are always advised to have multiple backups of important documents.

2. DAMAGE OR LOSS OF EQUIPMENT

- 2.1 **Insurance and deductible:** FACS provides ongoing tech support and accidental damage coverage through Dell up to one accident per year. FACS does *not* cover theft or loss of the Computer or the power adapter.
- 2.2 **Responsibility for Damage:** The Student is responsible for maintaining a 100% working Computer at all times. The Student shall use reasonable care to ensure that the Computer is not damaged. In the event of damage caused by willful or gross negligence, the Student and Parent may be billed up to the full cost or repair or replacement.

Examples of gross negligence include, but are not limited to:

- Leaving equipment unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked laptop while at school.
- Lending equipment to others other than one's parents/guardians.
- Using equipment in an unsafe environment.
- Using equipment in an unsafe manner.

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

2.4 Actions Required in the Event of Damage or Loss: Report the problem immediately to the Technology Department. If the Computer is stolen or vandalized while not at FACS or at an FACS sponsored event, the Parent shall file a police report with the local law enforcement agency having jurisdiction.

2.5 Technical Support and Repair: FACS guarantees that the Computer will be operable at time of receipt by the Student, but FACS cannot guarantee the Computer will remain operable beyond that point. However, FACS will make technical support, maintenance and repair available.

3. LEGAL AND ETHICAL USE POLICIES

3.1 Monitoring: FACS will monitor computer use using a variety of methods—including electronic remote access—to assure compliance with FACS's Student Responsible Use of Technology Agreement.

3.2 Legal and Ethical Use: All aspects of FACS Student Responsible Use of Technology Agreement remain in effect, except as mentioned in this section.

3.3 File sharing and File-sharing Programs: The installation and/or use of any Internet-based file-sharing tools is explicitly prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition, and others may not be used to facilitate the illegal sharing of copyrighted mater (music, video and images). Exceptions to this rule include the use of OneDrive or DropBox for sharing of school and academic-related files.

3.4 Allowable Customizations: The Student is permitted to alter or add files to customize the assigned Computer to their own working styles (i.e., background screens, default fonts, and other system enhancements). Any pictures used on the system (i.e. background screen) **MUST** be in good taste and in compliance with all terms of the Acceptable Use Policy. The Student is not permitted to install any other software without permission from the Technology Department.

4. STANDARDS FOR PROPER COMPUTER CARE

This document is an important addendum to the Student Laptop Program Acknowledgement Form. Read it carefully prior to signing. You are expected to follow all the specific guidelines listed in this document and take any additional common sense precautions to protect your assigned Computer.

Loss or damage resulting in failure to abide by the details below may result in full financial responsibility.

4.1 Your Responsibilities: *Treat this equipment with as much care as if it were your own property.*

Bring the Computer and charging unit to FACS during every school day. (If you forget them, substitutes will NOT be provided.)

Keep the Computer either secured (i.e., home or other secure place where others do not have access) or attended (with you or within your sight) at all times. Keep the Computer stored in a secure place (i.e., locked in the locker room or other suitable place) when you cannot directly monitor it. For example, during athletic events, games, practices and trips, store the Computer in a secure place assigned by your coach/sponsor.

Laptops left in unattended bags and backpacks, unsecured lockers, or in unattended classrooms are considered “unattended” and may be confiscated by school personnel as a protection against theft. Unattended and unlocked equipment, if stolen, will be your full financial responsibility if device is not recovered or if the perpetrator is not determined. If confiscated, the student will receive a warning before getting the laptop back. If the laptop is confiscated a second time, the student will be required to get a parent signature acknowledging any potential financial responsibility before getting the laptop back. If the laptop is confiscated a third time, the student forfeits the privilege to use it.

Avoid use in situations that are conducive to loss or damage. For example, never leave Computers in the gym, in a locker room, on playing fields, or in other areas where it could be damaged or stolen. Avoid storing the Computer in a car in plain sight. Avoid leaving the Computer in environments with excessively hot or cold temperatures.

Do not let anyone use the Computer other than your parents or guardians. Loss or damage that occurs when anyone else is using your assigned Computer will be your full responsibility.

Adhere to FACS’s Student Responsibility of Use of Technology Agreement at all times and in all locations. When in doubt about acceptable use, ask the Technology Department, Dean of Students, or Head of School.

Back up your data to your network storage area (OneDrive). Never consider any electronic information safe when stored on only one device.

Read and follow general maintenance alerts from school technology personnel.

4.2 How to Handle Problems

Promptly report any problems to the Technology Department located in the business complex of the main building.

Don’t force anything (e.g., connections, popped-off keys, flash drives, etc.). Seek help instead.

When in doubt, ask for help.

4.3 General Care

Do not attempt to remove or change the physical structure of the Computer, including the keys, battery, or casing. Doing so will void the warranty, and families will be responsible for the full cost of the repair or replacement.

Do not remove or interfere with the serial number or any identification placed on the computer.

Do not do anything to the Computer that will permanently alter it in any way (i.e. DO NOT apply any stickers of any kind).

Keep the equipment clean. For example, don't eat or drink while using the Computer.

4.4 Carrying the Computer

Close the lid and use your backpack to transport your Computer. There is little reason to actually shut down the laptop other than on an airplane or during extended days of inactivity.

Do not overstuff your backpack where you carry your Computer. Do not put papers or any other items inside your laptop.

4.5 Screen Care and Battery Life

The computer screen can be easily damaged if proper care is not taken. Screens are particularly sensitive to damage from excessive pressure.

Clean the screen with a soft, dry anti-static cloth or with a screen cleaner designed specifically for LCD type screens. We highly recommend the MagicFiber microfiber cleaning cloth. DO NOT use paper towels, Kleenex, Windex, or other general cleaners.

Arrive to school each day with a fully charged battery. Establish a routine at home whereby each evening you leave your Computer charging overnight.

Avoid using the charger in any situation where you or another is likely to trip over the cord.

Close the lid of the Computer when it is not in use in order to save battery life and protect the screen. The FACS Laptop is designed to last about 8 hours of normal computer usage.

4.6 Legal Issues and Jurisdiction

Because FACS owns and operates the equipment and software that compose our network resources, the school is obligated to take steps to insure that all facilities are used legally. Hence any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of FACS's network resources is subject to the rules stated in this policy. School administration monitors our network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including the email system, the school administration reserves the right, if needed, and at its discretion, to remotely access, open, examine, and/or delete electronic files that violate the Acceptable Use Policy or this agreement.

4.7 Disclaimer

Although First Assembly filters all Internet data in accordance with Federal Law, we do not have control of the information on the Internet or incoming email, nor does it provide any technical barriers to account holders accessing the full range of information available. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal, or otherwise inconsistent with the mission of the First Assembly. While FACS's intent is to make Internet access available for educational goals and objectives, account holders will have the ability to access other materials as well. At FACS, we expect students to obey the Acceptable Use Policy when using the Internet. Students found in violation of the policy will be disciplined.

In addition, FACS account holders take full responsibility for their access to FACS's network resources and the Internet. Specifically, FACS makes no warranties with respect to school network resources nor does it take responsibility for:

1. the content of any advice or information received by an account holder;
2. the costs, liability or damages incurred as a result of access to school network resources or the Internet;
3. any consequences of service interruptions;
4. the loss of data and/or data corruption.

FACS Laptop Computer Acknowledgement Form

Review each statement below.

The following items reiterate some of the most important points covered in FACS Laptop User Agreement.

I understand that I am responsible for backing up my own files and that important files should always be stored in at least two locations (such as on OneDrive, external hard drive, or flash drive).

I will not leave my laptop unattended unless it is locked in a secure place. My family is fully responsible for the cost of replacement should my laptop become lost or stolen.

I understand that my family is responsible for damages that occur to the laptop due to gross negligence. Please refer to the Acceptable Use Agreement form for details.

I will not install or use file-sharing programs to download music, video, or other media.

I will not duplicate nor distribute copyrighted materials other than a back-up copy of those items I legally own.

I will read and follow general maintenance alerts from school technology personnel.

I will report any problems with my laptop to the Technology Department in a timely manner.

Questions and or accommodations regarding this agreement need be directed to Kathy Petermann, Technology Department, kpetermann@facsmemphis.org.

STUDENTS MUST HAVE A FORM ON FILE BEFORE RECEIVING THE LAPTOP.