



California Pacific Charter Schools

Technology/Equipment Usage Agreement

Parents/Guardians and students of California Pacific Charter Schools (“CalPac”) who CalPac issues laptops, webcams, and other equipment are expected to abide by the following terms and conditions:

Usage Terms

- Any laptop computer or accessories, including webcams, issued to students by CalPac (collectively, the “equipment”) shall be exclusively used by the student for school work.
- For this policy’s purposes, the term “responsible party” shall refer to the parents/guardians or student if the student is over the age of 18.
- The student and responsible party are required to read and become familiar with the orientation material provided by CalPac for the equipment.
- Students are not to use the equipment for any unauthorized use. Unauthorized use shall be defined as any use outside of assigned school work. Unauthorized use includes, but is not limited to, commercial business use, use for financial gain, use to bully, harass, or stalk any individual, use to seek, view, send, or display pornographic, obscene, hateful, or offensive messages or media, use to view or distribute private or confidential information of others, or any otherwise inappropriate or unlawful activities.
- It is the intent of this agreement to protect students from inappropriate information. However, CalPac staff cannot screen all use of the equipment or use of the materials available on the Internet and through use of the equipment. Willful access to inappropriate material in any form by students and the importation of any material from “outside sources” on the equipment is a violation of this agreement. Violations may result in disciplinary action including, but not limited to, the revocation of school-provided equipment and discipline, up to and including the expulsion of the student. Students and Parents/Guardians hold a joint responsibility to ensure that inappropriate material is not displayed, available, or accessed through any equipment.
- Students using equipment shall be closely supervised by the parent/guardian. Students and their parents/guardians are ultimately responsible for the materials accessed through the use of equipment. Parents/Guardians will be responsible for the supervision of students using the equipment.
- Equipment may include filtering and other technology protection measures that filter internet access to obscenity, child pornography, and pictures harmful to minors in accordance with applicable law.

Verification Check

- The responsible party agrees to submit and shall cause the student to submit the equipment on demand to CalPac for verification checks by CalPac. These checks may be conducted from time to time by CalPac to verify inventory/asset information. CalPac will send an email notification of the verification check to the responsible party.
- Failure to comply by the requested date outlined in the verification check notice may

result in termination of this agreement, and the student's ineligibility for future use of CalPac provided equipment.

Equipment Use and Alterations

- The responsible party shall, and shall ensure that the student shall, use the equipment carefully and lawfully and shall not, and shall not allow the student to, make any alterations, additions, or improvements to the equipment without the prior written consent of CalPac. Prohibited alterations include, but are not limited to, the addition of memory or Input/output (I/O) devices provided. However, the responsible party shall be allowed to attach audio devices to the audio input/output port and CD-ROM, disk, or other storage devices to the USB input/out port. Should additions or improvements be made to the equipment, other than the audio and storage devices permitted in the preceding sentence, such additions/improvements will become the property of CalPac.
- The responsible party is responsible for licensing any additional software installed on the equipment.
- The responsible party shall not, and shall ensure that the student does not, remove or alter any CalPac's identification labels attached to or displayed on the equipment.

Equipment Support

- Maintenance of the equipment and technical support to the responsible party and student for the equipment is provided in accordance with the instructions (the "Care Instructions") outlined in Attachment 1 to this agreement (attached hereto and incorporated herein). The responsible party shall, and shall cause the student to, follow the care instructions for any problems with or the maintenance of the equipment.

Loss, Damage, and Replacement

- The responsible party shall, and shall cause the student to, take reasonable and prudent care to maintain the equipment in good condition and protect it from loss, theft, or damage. The responsible party shall bear the risk for lost, stolen, or damaged equipment and components from the date the responsible party receives delivery of the equipment until the equipment's return to CalPac.
- The responsible party agrees to report all incidents of theft of or deliberate damage to the equipment to law enforcement and CalPac within twenty-four (24) hours of the responsible party's knowledge of the loss. The responsible party shall, and shall cause the student to, cooperate fully with the CPCP and appropriate local law enforcement agencies in completing all necessary reports.
- If any equipment is damaged, lost, or stolen while in possession of the student or the responsible party, the responsible party shall be responsible for repair or replacement costs.
- Equipment will only be replaced if there is an internal system error or damage upon arrival.

Assignment and Compliance with Applicable Law and Policy

- The responsible party shall NOT and shall ensure the student does not assign, pledge, or transfer any interest in this agreement or the equipment, including all attachments and components.
- The responsible party shall not and shall ensure the student does not lend the equipment to another for his/her individual use.
- The responsible party shall and shall cause the student to comply with State and Federal laws and regulations. This includes, but is not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Act, which prohibit “hacking” and similar activities; and State computer crime statutes.

Indemnity

- The responsible party is solely responsible for the consequences of any misuse of the equipment and the liability resulting from misuse. The responsible party shall indemnify and hold harmless CalPac and any of CalPac’s directors, officers, employees, agents, and volunteers for any injuries, damages, or losses incurred due to the intentional or negligent acts of the student. The responsible party’s obligation of indemnification to CalPac survives the term of this agreement.
- CalPac is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the responsible party, student, or other people due to installing software, transporting the equipment, or any other use of the equipment described herein. CalPac is not responsible for unauthorized use of his/her resources, and the security of data transmitted on their information technology resources cannot be guaranteed.

Termination of Student Eligibility

- The student will cease to be eligible for the equipment, and this agreement will terminate upon any of the following events:
 - student’s graduation
 - student’s withdrawal/transfer from California Pacific Charter Schools
 - student’s failure to maintain enrollment as a full-time student during a semester
 - student's failure to maintain attendance requirements
 - equipment being used for non-school work or by anyone other than the student
 - general misuse of the equipment or destruction of the equipment, or violation of any applicable equipment Use policies, including this agreement, or
 - responsible party’s or student’s attempt to transfer possession or assign their interest in this agreement.
- CalPac reserves the right to terminate this agreement and Responsible Parties and student’s access to all equipment and services related to the equipment at any time at its sole discretion with fifteen (15) days notice to the responsible party and immediately upon any default by the responsible party under this agreement.

Return of Equipment

- The responsible party agrees to deliver the equipment to CalPac within three (3) business days after a return shipping label is received by the responsible party. If the responsible party fails to return the equipment within three (3) business days of receipt of the return shipping label, CalPac reserves the right to charge the responsible party for the total replacement cost of the equipment in accordance with applicable law.
- CalPac shall withhold the grades and transcripts, in accordance with applicable law, of any student who willfully cuts, defaces, loses, damages, fails to return the property or pay for the damage upon demand, or otherwise injures the personal or real property of the school. CalPac shall notify the Parent/Guardian of the student in writing of the student's alleged misconduct. The governing board shall give full consideration to the student's rights of due process before student records are withheld. Additionally, if the student and parent/guardian are unable to pay for the damages, or to return the property, CalPac will provide a program of voluntary work for the student in lieu of the payment of monetary damages. Upon completion of the voluntary work, the pupil's grades, diploma, and transcripts shall be released.
- Webcams and headsets do not need to be returned.

Equipment Ownership

- Equipment shall remain the property of CalPac. Neither responsible party nor student has any title or property interest in the equipment.

Governing Law & Venue

- This agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of, or relating to, this agreement shall be litigated in a Federal or State court.

Amendment and Notice

- CalPac reserves the right to amend the terms of this agreement upon serving the responsible party a written Notice of Amendment ("Notice"). Notice shall be effective upon emailing the responsible party at the responsible party's email account or by U.S. Mail to his/her local or permanent address provided by the responsible party to CalPac in this agreement. The responsible party is responsible for maintaining current permanent and local addresses with CalPac. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed Notice. CalPac reserves the right to correct clerical errors to this agreement without notice to the responsible party.

By signing the annual Technology Agreement Acknowledgement, I acknowledge that I have read and understand the conditions stated above and in this agreement. I am aware of my responsibilities and the consequences of defaulting on this agreement.

Care Instructions for Chromebooks

School-owned Chromebooks should never be taken to an outside computer service for any type of repairs or maintenance.

General Precautions

- No food or drink should be next to Chromebooks.
- Cords, cables, and removable storage devices (e.g., thumb drives) must be inserted carefully into the Chromebooks' appropriate port.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, and labels.
- Heavy objects should never be placed on top of Chromebooks.
- Chromebooks should never be loaned to another student or individual.

Carrying Chromebooks

Always transport Chromebooks with care. Failure to do so may result in damage to the device.

- Students should hold the Chromebooks (cover closed) with two hands to carry the Chromebook.
- Never lift a Chromebook by the screen.
- Never carry a Chromebook with the screen open.

Opening the Chromebook

- Open the Chromebook only when it is resting on a flat surface such as a table or desk.
- To open the Chromebook, use one hand to hold the keyboard against the table. Use the other hand to open the screen by grasping the screen's edge (in the middle) and gently moving the screen to the open position. (Figure 1. Opening a Chromebook.)
- The hinge of the screen will only allow the screen to be open to a slight angle. Do not attempt to open the screen beyond this stopping point, as the screen will break if forced.

Closing the Chromebook

- Before closing the screen, make sure there is nothing on the keyboard to prevent the device's full closure (e.g., earbuds, pens, etc.). Obstacles on the keyboard could cause broken screens or damaged hinges.
- Close the screen only when the Chromebook is resting on a flat surface such as a table or desk.
- Close the Chromebook using two hands—one at either corner of the screen (Figure 2. Closing a Chromebook.)
- Close the screen gently.



Figure 1: Opening a Chromebook.

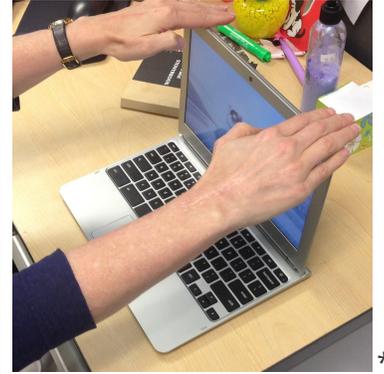


Figure 2. Closing a Chromebook.

Screen Care

The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly susceptible to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Ensure there is nothing on the keyboard before closing the lid (e.g., pens, pencils, or disks).
- Never lift the Chromebook by the screen.
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

Asset Tags

- All Chromebooks will be labeled with a CalPac asset tag.
- Asset tags may not be modified or tampered with in any way.
- Students may be charged up to the full replacement cost of a Chromebook for tampering with a CalPac asset tag or turning in a Chromebook without a CalPac asset tag.