

Magnolia Heights School Device User Agreement (DUA)

Please read this entire document carefully.

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

1 EQUIPMENT

- 1.1 Ownership:** Magnolia Heights School 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, Magnolia Heights School 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, Magnolia Heights School has a limited number of spare Devices (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-Magnolia Heights School installed software and for any data stored on the Device. It is the sole responsibility of the Student to backup all data as necessary. Magnolia Heights School 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. Magnolia Heights School recommends that the Student purchase an external hard drive and perform regular (daily or weekly) backups of data.

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, excepting 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, Magnolia Heights School will periodically conduct maintenance that will require the Student to re-install all non- Magnolia Heights School issued software and files. Note: the software originally installed by Magnolia Heights School 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 Magnolia Heights Tech Center for approval and password. The Student can also submit a form for package approval via email to wscott@magnoliaheights.com. 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:

All Devices come with a manufacturer's warranty covering parts and labor. This warranty 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 Care Guide for your Device for a description of expected care. Where the damage occurs (on campus or off campus) does not affect the application of these policies. When damage occurs to the Device the Student and/or Parent(s) are responsible for Damage Repair Fees as outlined below.

3.3 Process of Determining Damage Repair Fees:

Anytime a repair is necessary or appropriate, the student will be required to pay a Damage Repair Fee. The fee is calculated as follows:

A damage point is accrued by the Student each time his or her Device sustains damage that requires a repair. Each point will remain on the Student's maintenance record for a period of thirty six months. The Damage Repair Fee will be calculated by multiplying the total number of damage points acquired by the student, including the point accrued for the incident being calculated, by \$25. The maximum number of damage points a student can acquire during any thirty six month period is four.

3.4 Repair Procedure:

In order to have the Device repaired, the Student will take the Device to the MHS Apple Room. 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 Device 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 Device for his/her own rental and to pay any fees associated with the repair.

3.5 Technical Support and Repair:

Magnolia Heights School will make technical support, maintenance, and repair available at the MHS Apple Room.

3.6 Negligence:

Magnolia Heights School reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to negligence. Examples of negligence include by are not limited to:

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

3.7 Responsibility for Loss

In the event the Device is lost, stolen or destroyed, the Student and/or Parent(s) are responsible for the full replacement cost of the Device.

Destroyed, as used herein, is defined as follows: when a Device is damaged to such an extent that the total cost of repairs exceeds the value of the Device immediately prior to the damage.

Replacement cost is determined at the time of the loss and is defined as follows: the current cost of replacing the Device with a new one of equal effectiveness.

All replacement cost must be paid within four days of the loss and prior to the Student receiving a replacement Device. Where the loss, theft or destruction occurs (on campus or off campus) does not affect the application of these policies.

Actions Required in the Event of Damage or Loss:

If the Device is damaged, lost, stolen or destroyed the Student must report the problem immediately to the MHS Apple Room. If your Device is covered by insurance, please contact your insurance carrier immediately to ensure prompt compliance with all terms and conditions thereof.

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 Device User Agreement you indicate that you have read this document and agree to its stated terms and conditions.

Student

Date

Your copy do not sign

Parent

Date

