

# One-to-One Laptop Roll Out



# Roll Out Meetings



# Overview of Meeting

- Review Program Documents and Rules (30 mins.)
- Submit Documents and Initial Payment (15 mins.)
- Pick-up iBook Computer (15 mins.)
- Introductory Technical Presentation (60 mins.)

# Summer Preparations

# School Board Approves Pilot Project



June 22, 2004

# Summer Preparations



Endless Meetings...And More Meetings

# Teacher Training



# Working on Projects



# Sharing the Projects



# The Laptops Arrive



# Preparing the Laptops



# Network Infrastructure Improvements

- Higher capacity circuits connected to schools
- Wireless infrastructure installed throughout schools



# And Now...



Let's get these computers in your hands!

# Waiver of Liability and Limited Indemnity Notice



Otherwise Known as  
Insurance

**FULLERTON SCHOOL DISTRICT  
PARENT LAPTOP LEASE PROGRAM**

**WAIVER OF LIABILITY AND LIMITED INDEMNITY NOTICE**

With the help of parent contributions, the Fullerton School District ("District") is willing to waive personal liability of the Parent and Student (sometimes referred to as "you" or "your"), and to indemnify you for the theft or certain damage to the laptop issued to you pursuant to the Parent Laptop Lease Agreement ("Agreement"). If your laptop suffers damage by any cause not excluded during the term of the Agreement, the District will:

- a. Pay the cost of repair of the laptop by a qualified individual authorized by the District; or
- b. Replace the laptop with equipment of a similar specification.

The decision as to whether to repair or replace is in the sole discretion of the District.

**The District can only guarantee to indemnify you for theft or damage to the laptop if you bring the damaged or stolen laptop to the attention of the District to arrange for repair or replacement. Under no circumstances will the District reimburse you if you provide for or perform repairs upon the laptop, or purchase a replacement for the laptop or any of its components, without making a claim to the District and obtaining the written authorization of the District prior to any such actions.**

**DEFINITIONS**

**Loss or Damage**

Means theft, or accidental destruction or damage beyond that which is covered by the AppleCare Warranty.

**Laptop**

Means the Apple Macintosh iBook computer and protective sleeve issued to you under the Agreement.

**Unattended**

Means when not within sight and control of the Student or Parent.

**LOSS OR DAMAGE NOTIFICATIONS & REQUIREMENTS**

**Your Duties In the Event of Loss or Damage**

Generally, you must see that the following are done in the event of theft or damage to your laptop:

- a. Give the District prompt notice of the theft or damage, including the make, model and serial number of the laptop issued to you pursuant to the Agreement;
- b. As soon as possible, give the District a description of how, when and where the theft or damage occurred, including a copy of any police report filed;
- c. Cooperate with the District in the investigation of the claim, and in effectuating the repair or replacement of the laptop;

- For \$55, District pays cost of some non-warranty repairs or replaces computer
- Losses must be reported to District
- No reimbursement for repair or replacement without claim being made to District
- You must report and describe incident, provide copy of police report if stolen

### **Specific Procedure in the Event of Theft or Damage**

As soon as the Student or Parent is aware of theft or damage to the laptop, the Student or Parent should:

- a. Notify the Student's school Principal. In the event of theft, or where the Student or Parent has reason to believe a criminal offense has been committed, notify the police and provide a copy of the policy report to the Principal;
- b. Take precautions to prevent further damage to the laptop, if applicable;
- c. Retain the damaged laptop or parts thereof, if applicable;
- d. When required to do so, and within 10 days of being asked, deliver to the District a statement in writing of all particulars and details reasonably practicable of the damage to the laptop, and furnish all such documents, explanations and other evidence, including a police report if applicable, as may be reasonably required by the District.

If all the terms detailed above are not complied with, the District may not be able to indemnify your theft or damage.

### **Multiple Instances of Theft or Damage**

If the District pays a valid claim resulting in the replacement of all or part of the laptop, the Student or Parent will not be entitled to automatic indemnity for future theft or damage to the laptop for the rest of the school year in which the claim occurs, for the same part of the laptop replaced. Theft or damage to the replacement laptop or replaced parts thereof will be indemnified by the District from the start of the next school year, but the replacement laptop or parts shall not automatically be indemnified for theft or damage during the remainder of the school year in which the laptop was replaced or repaired. The District, in its sole discretion, may waive this restriction depending on the circumstances of the Student.

### **Other Insurance**

If at the time of any theft or damage to the laptop there is any other insurance effected by or on behalf of the Student or Parent covering the damage to the laptop, the District will only indemnify you after that other insurance is exhausted.

### **Other Precautions**

The Student and Parent shall take all reasonable precautions to prevent theft or damage to the laptop.

### **Access**

The District or its representatives shall have the right at all reasonable times to have access to the laptop.

### **Subrogation**

The Student or Parent shall, at the request and expense of the District, take and permit to be taken all necessary steps to enforce rights against any other party in the name of the Student or Parent where any claim by the Student or Parent may arise from the act or default of that other party.

- Reiterates procedure to follow for theft or damage
- Only one claim per school year. District can waive this restriction
- If you have other laptop insurance, it pays first
- You must exercise care with laptop and follow these procedures in filing a claim

### **Observance**

The due observance and fulfillment of the terms and conditions contained in this Liability Waiver and the Agreement, insofar as they relate to anything to be done or complied with by the Student or Parent, shall be conditions precedent to the District's liability to replace or repair the laptop.

### **Cancellation**

The District may cancel this Liability Waiver by notifying the Student and/or Parent at the address stated in District records as the Student and/or Parent's primary residence.

### **Termination**

This Liability Waiver shall only remain in effect for the duration of the Agreement. If the Agreement is terminated for any reason whatsoever, neither Parent nor Student shall retain any right to indemnity whatsoever for loss or damage to the laptop.

In the event that Parent withdraws Student from School or the Laptop Lease Program, Parent may choose, but is not required, to continue to contribute toward the Liability Waiver. If Parent chooses to continue to make contributions toward the Liability Waiver after Student is withdrawn from School or the Program, the terms and conditions of the Liability Waiver shall remain in effect as if Student were attending School and participating in the Program.

### **Indemnity Voidable**

This Liability Waiver shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular. This Liability Waiver shall be voided with respect to any laptop in regard to which there is any unauthorized alteration to the laptop after the commencement of the Agreement, or if the laptop is sold, leased or lent to a third party in violation of the Agreement.

### **Fraud**

If a loss or damage report is fraudulent in any respect or if fraudulent means are used by the Student or Parent or by anyone acting on his or her behalf to obtain any benefit from the District, or if any damage is caused by the willful act or with the connivance of the Student or Parent, any claim by Student or Parent to indemnity by the District shall be forfeited.

- If one-to-one program is terminated, the insurance ends, too
- If fraudulent claim is made, insurance is void

## EXCLUSIONS

Generally, the District will not indemnify theft or damage to the laptop that is covered by the manufacturer's warranty, any onsite maintenance and repair warranty purchased by the District, or for the intentional or certain negligent acts of the Student or Parent or others using the laptop with the Student or Parent's express or implied permission. This means that the District, in its sole discretion, will not indemnify for theft or damage to the laptop caused by or resulting from:

### **Inherent Defects; Wear and Tear, etc.**

1. Damage to the equipment caused by:
  - a. its own or defective design material, or workmanship;
  - b. inherent vice, latent defect, gradual deterioration or wear and tear;
  - c. faulty or defective workmanship, operational error or omission on the part of the Student or Parent or any person using the laptop with the Student or Parent's express or implied consent;
  - d. corrosion, rust, condensation or evaporation, dampness, dryness, dust or change in temperature;
  - e. mechanical or electrical breakdown or derangement caused by the laptop itself;
  - f. scratching, abrasion, change in color, texture or finish of the covered property casing; but this shall not exclude such damage which itself arises from other damage which is not excluded.

### **Unattended Laptops**

2. Damage to the laptop while left unattended:
  - a. in a vehicle unless the laptop was
    - i. secured by a laptop security device; or
    - ii. in a locked trunk; or
    - iii. otherwise concealedand the vehicle was forcibly entered and a police report is provided on making a claim; or
  - b. in the open air, in a public place, including school premises, or from any building, including school buildings, if the laptop has been left there unattended by the Student or Parent or someone acting on their behalf.

### **Intentional Acts**

3. Damage caused by
  - a. dishonest, fraudulent or criminal acts by the Student or Parent or persons acting on their behalf;
  - b. intentional act or willful neglect by the Student or Parent; or
  - c. intentional or reckless overloading of or the imposition of abnormal conditions to the laptop.

### **Use by Others**

4. Damage to the laptop while it is in the custody of a third party, meaning anyone other than the Student or Parent.

# Exclusions

- Normal warranty items (defects in workmanship)
- Wear and tear
- Cosmetic damage
- Unattended laptops, except
  - Secured by a security device
  - Locked in a car trunk (be careful of heat)
  - Concealed in car but car forcibly entered

# Exclusions cont'd.

- Dishonest, criminal acts
- Intentional acts or neglect
- Damage while with a third party (non-student or parent)

### **War**

5. Subject to the provisions of Exclusion 6 below, damage caused by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

### **Nuclear risk**

6. Damage caused, contributed to or arising from a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly.

### **Sonic Bang or Earth Movements**

7. Damage directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or by any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.

### **Loss of data**

8. Any loss or damage arising from the damage, or from any cause whatsoever, of information or data contained in or stored on the laptop.

### **Date Change**

9. Direct or indirect damage caused to the laptop by its failing correctly to recognize data representing year 2000 or any other date in such a way that it does not work properly or at all.

### **Consequential loss**

10. Any consequential loss or damage arising from the damage or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of educational interruption arising from the loss of use of the laptop or the loss of information contained in or stored on the laptop, any time and cost involved in reinstating such information and any liability to any third party for delay or non-performance of any contract with the third party. Consequential loss shall also include loss of use of any component of the laptop (not itself sustaining damage) due to its incompatibility with any component of the laptop repaired or replaced following damage.

### **Guarantees**

11. Damage recoverable at no expense to the Student or Parent under any guarantee, warranty, or maintenance agreement.

### **Other Losses**

12. Damage or loss of the laptop:
  - a. caused by the failure of Student or Parent to use all reasonable means to protect the laptop that has been damaged;
  - b. held by Student or Parent for sale or lease in violation of the Agreement;
  - c. caused by flood at any location other than school premises;
  - d. by accidental loss, in the District's discretion, and depending on the circumstances of each Student on a case-by-case basis.

# Exclusions cont'd.

- War, nuclear risk, giant sonic bangs, earth movements (sinkholes, earthquakes, etc.)
- Data loss
- Year 2000 issues
- Interruption of service
- Failure to protect the laptop
- Trying to sell or lease it to someone else
- Flood other than at school
- Accidental loss judge by District as outside coverage

# Parent Laptop Lease-Purchase Agreement

**PARENT LAPTOP LEASE-PURCHASE AGREEMENT**

**Purpose**

In order to provide students with access to the Fullerton School District's ("District") online educational network, and to foster technology education, project-based learning, and to promote student, parent, and teacher access to technology, the District is conducting a pilot program, described more fully in the attached document entitled Program Description. Pursuant to this pilot program, each student participating in the Program will be issued an individual laptop computer as a supplement to his or her educational program. The success of this Program is contingent upon sufficient parental support in the form of voluntary monetary contributions. To that end, the purpose of this Parent Laptop Lease Purchase Agreement ("Agreement") is to allow parents or guardians (collectively, "Parent") of benefited students to lease a laptop computer for their child, as authorized by the California Education Code section 17453.1, along with related equipment, warranty and limited indemnity by the District for damage or theft of the laptop or related equipment, as provided in the Program Description and Waiver of Liability and Limited Indemnification Notice ("Liability Waiver"). The District will arrange access to a laptop and related equipment to students whose families cannot afford the contribution.

**Lease-Purchase of Laptop and Related Equipment**

Under this Agreement, the District agrees to lease to Parent, and Parent agrees to rent from the District, the laptop and related equipment described in the attached Description. This Agreement will begin on the date the Agreement is signed, and continue for four (4) years. After four (4) consecutive years of payment of rent under this Agreement, or at a time left to the sole discretion of the District, Parent will be given the option by the District to purchase the laptop that he or she has leased pursuant to this Agreement, according to the terms in the Program Description.

**Payments**

The payment due from Parent to District for the laptop and related equipment is set forth in Attachment A ("Parent Contribution"). Parent may elect to pay on either a monthly (based on a ten-month school year), quarterly, or annual basis. **By signing this Agreement, Parent understands that, absent grounds for termination as provided in the Program Description, Parent is agreeing to continue to make the Parent contribution for the entire length of the Program, which is four years.**

**Maintenance and Repairs**

The District shall provide an AppleCare warranty for each laptop, the cost of which is included in the Parent Contribution, which will be available onsite during school hours, and by telephone after school hours, for warranty repair of laptop and related equipment leased under this Agreement.

**Waiver of Liability and Limited Indemnity**

In order to make this Program possible, a portion of the Parent Contribution will be applied to the cost of the Liability Waiver, and the District will be responsible for theft or damage to the laptop and related equipment issued pursuant to this Agreement, in accordance with the terms of the Liability Waiver.

**By signing below, you are indicating that you have read the Parent Laptop Lease Agreement in its entirety, including the Program Description, the Liability Waiver, and Attachment A, and agree to all terms and conditions included in each of these documents.**

District Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent's Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Student: \_\_\_\_\_ Grade of Student: \_\_\_\_\_

- Describes one-to-one laptop program
- Describes four-year lease arrangement
- Agreement to make payments
- Four year AppleCare warranty included with onsite repair at school
- Insurance (Liability Waiver) included

**PROGRAM DESCRIPTION**

**(Addendum to Parent Laptop Lease Agreement)**

**1. The Equipment**

The Equipment leased hereunder consists of one Apple Macintosh iBook Computer (“Laptop”), the Licensed Software, and a protective sleeve.

**2. The Licensed Software**

At the discretion of the District, certain Licensed Software shall be preinstalled on the Laptop. The Licensed Software is written for use on the laptop. Parent and Student are authorized to use the Licensed Software on and only on the Laptop delivered pursuant to this Agreement. Parent and Student shall not provide or otherwise make available the Licensed Software or any part or copies thereof in any form to any third party. Parent and Student shall take all reasonable precautions to maintain the confidentiality of the Licensed Software. Parent and Student shall not allow or cause a copy of any Licensed Software to be installed on any device other than the Laptop. No title to or ownership of the Licensed Software or any part thereof is transferred to Parent or Student.

**3. Term of Lease**

The term of this Agreement, as to all Equipment, shall commence on the Effective Date, and shall continue for four (4) years.

**4. Parent Contribution**

According to the terms of Attachment A, Parent may elect to pay on either a monthly (which includes ten payments, based on a ten-month school year, from September to June), quarterly, or annual basis. Rental shall begin on the date the agreement is signed and shall be due and payable by Parent, in advance on the first day of the each month, quarter, or academic school year, depending on the payment plan chosen by Parent. The quarterly contribution option will consist of four (4) installments per ten (10) month school year, and each installment will be of an amount equivalent to two and one-half (2.5) monthly installments. The annual contribution option will consist of one (1) installment per ten (10) month school year, and this installment will be of an amount equivalent to ten (10) monthly installments.

**5. Location and Control of Equipment**

Parent shall at all times keep the Equipment in the sole possession and control of Parent or Student. Parent shall not use or permit the Equipment to be used for any purpose which, in the opinion of the District, the Equipment is not designed or reasonably suited.

The Equipment may be moved within the continental United States without prior consent of the District. While on premises other than School premises (“Off-Campus”), Parent acknowledges and agrees that: (a) Parent and Student shall use due care to ensure that the Equipment is not used for any illegal activity or private business purposes; (b) Parent and Student shall not sub-lease, rent or sell any Equipment (in whole or in part) to any third party; (c) Parent and Student shall not assign this Agreement or their obligations hereunder to any third party for any reason whatsoever.

**6. Installation and Use Off-Campus**

Parent shall be responsible, at Parent’s expense, for any installation or use of the Equipment Off-Campus, including ongoing technical support for the use of the Equipment Off-Campus beyond that supplied by the District’s AppleCare warranty, for the duration of this Agreement.

**7. Title and Ownership**

For the term of the Agreement, all Equipment leased hereunder is and shall remain the property of the District or its assigns and Parent has no property interest whatsoever therein. Parent further agrees that he or she will not pledge, loan, mortgage, or attempt in any other manner to dispose of the Equipment or to suffer any liens, encumbrances, or legal process to be incurred or levied on the Equipment. The District may affix tags, decals or plates to the Equipment indicating District’s ownership and neither Parent nor Student shall permit their removal or concealment.

For the duration of this Agreement, the District or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Agreement.

- Apple Macintosh iBook computer
- Software licensed to student and parent only
- Lease is four years
- Payments made monthly, quarterly or annually
- Parent or student will keep control of laptop and are responsible for costs and support of off-campus use
- Title to laptop remains with District for the term of the agreement

**8. Maintenance and Repairs**

The District is purchasing an AppleCare on site warranty for each laptop. In the event that the Equipment requires repair, Student or Parent shall bring the Equipment to the School for repair. The District, in its sole discretion, shall either repair the Equipment or contact Apple under the terms of the maintenance agreement between the District and Apple. During non-school hours, Student or Parent will be provided with a toll-free telephone number for technical problems with the Equipment. Parent is responsible for any expenses incurred in maintaining and/or repairing the Equipment, to the extent such maintenance and/or repairs are not covered by the AppleCare warranty or by the terms of the Liability Waiver.

**9. Annual Return of Equipment to District**

On a date to be determined each school year, in the sole discretion of the District, Parent shall return the Equipment to the District for a period of time during the summer months. At its own expense, the District shall arrange for reasonable repairs to the Equipment, software updates, or other Equipment maintenance and/or upgrade during the summer months of each school year.

**10. Return of Equipment to District Upon Termination**

Upon termination of this Agreement, Parent shall immediately return the Equipment to the District in the same operating order, repair, condition and appearance as on the Effective Date, reasonable wear and tear excepted, unless Parent elects to exercise his or her right to purchase the Equipment at the end of the term of the Agreement.

**11. Loss or Damage**

Parent is responsible for any loss of or damage to the Equipment that is not covered by the District's AppleCare warranty or by the terms of the Liability Waiver, for any cause at all, not including the negligence of the District, its employees or agents.

(a) In the event of damage, Parent shall continue to make timely payments under the terms of this Agreement, and shall cause the prompt return of the damaged Equipment to the District for repair or replacement. The District shall have the sole discretion to determine whether damaged Equipment (1) is covered by the District's AppleCare warranty or by the terms of the Liability Waiver, and (2) requires repair or replacement.

(b) In the event of loss, Parent shall continue to make timely payments under the terms of this Agreement, and shall notify the District immediately of the loss. The District shall have the sole discretion to determine whether lost Equipment is covered by the terms of the Liability Waiver. To the extent that the Equipment is found to not be covered by the Liability Waiver, Parent agrees to purchase the lost Equipment at a cost not to exceed the cost to the District in acquiring the Equipment.

**12. Warranty**

The District warrants that the Equipment delivered hereunder shall be free from defects in material or workmanship, to the extent warranted in the manufacturer's warranty. The District shall repair, or cause to be repaired, all Equipment subject to the manufacturer's warranty. Parent shall not return any Equipment to the manufacturer, absent the prior instruction and written consent of the District.

The District's sole responsibility under the warranty shall be, at District's option, to either repair or replace any component which fails during the warranty period due to a defect in workmanship and/or material and provided Parent has promptly reported same to the District.

The above warranty is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without the District's approval, or which has been subjected to unusual physical or electrical stress, or on which the original identification marks have been altered or removed.

THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY THE DISTRICT. THE DISTRICT MAKES AND PARENT AND STUDENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DISTRICT SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL

- AppleCare warranty is included, and repairs are to be made through school
- District may annually refresh and update computers
- At end of agreement, laptop is returned to District unless parent elects purchase option
- Parent responsible for loss not covered by AppleCare or Liability Waiver
- District warrants laptop to be free of defects and will have laptops repaired that need service
- Parents will not return equipment to Apple without District approval

LIABILITIES OR OBLIGATIONS OF THE DISTRICT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE EQUIPMENT.

**13. Option to Purchase**

At the termination of this Agreement, but no sooner than on or after Parent has made the Parent Contribution for four (4) consecutive years under this Agreement, or at a sooner time at the sole discretion of the District, Parent shall have the option to take title to the Equipment leased hereunder at no additional cost.

**This option to purchase only vests upon the District's offer to sell the Equipment to Parent. The availability of this option to purchase is contingent upon the District's successful acquisition of the Equipment from Apple Computer, Inc. at the termination of any lease agreement for the Equipment currently or then in effect between the District and Apple Computer, Inc. This Agreement and/or the description of the option to purchase contained herein do not obligate the District to sell the Equipment to Parent, and payment of the Parent Contribution prior to District's offer to sell does not confer any property right or interest in the Equipment upon Parent, prior to the District's offer to sell the Equipment at the end of the term of the Agreement.**

**14. Infringement Indemnity**

To the extent that the District has received from Apple Computer, Inc. an agreement to defend any claim or suit or proceeding brought against the District or Parent or Student based on a claim that the use or transfer of any Equipment delivered hereunder constitutes an infringement of any patent or property right in the United States, then Parent and/or Student shall be indemnified and defended against all such claims. Parent shall notify the District within ten (10) days after the commencement of any suit and shall give full authority, information and assistance to the District or such person as the District shall designate, for the defense of the suit. The District shall not be responsible for any settlement or compromise made without its consent. It is further provided that the District may, at any time, if it is concerned over the possibility of such infringement, at its option and expense, replace or modify the items of Equipment so that infringement will not exist, or require that the Equipment involved be returned to the District so that infringement will not exist.

The District shall have no liability to Parent under any provision of this Agreement if any patent infringement or claim thereof is based upon the use of the Equipment delivered in connection or in combination with equipment, devices or software not supplied by the District, or use in any other manner for which the Equipment was not designated.

**15. Liability**

Except as expressly provided in this Agreement and the Liability Waiver, the District shall not be liable for any loss, theft or damage claimed to have resulted from the use of the Equipment or to be related in any way to the acquisition in the transaction to which this Agreement relates, regardless of the form of action, except for loss or damage resulting from the sole negligence of the District. Parent shall hold the District harmless from any such claims and shall indemnify it from any expense or cost incurred if any such claims are made. **IN NO EVENT SHALL THE DISTRICT BE LIABLE TO PARENT OR STUDENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM THAT AROSE IN A YEAR MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON. IN NO EVENT SHALL THE DISTRICT BE LIABLE FOR MORE THAN THE AMOUNT PAID BY THE PARENT FOR THE EQUIPMENT.**

To the extent any loss or damage is sustained by Parent that is determined not to be covered by the Liability Waiver, Parent shall indemnify and hold the District harmless for any liability, loss, claim, or damage to persons or property arising out of Parent and/or Student's possession, operation or use of the Equipment or arising out of the fault or negligence of Parent and/or Student or their agents, including but not limited to any liability, loss, claim, or damage to persons or property arising out of Parent and/or Student's improper use of the Equipment.

**16. Excusable Delays**

Dates and times by which the District is required to render performance under this Agreement shall be postponed automatically to the extent that the District is prevented from meeting them by any causes beyond its reasonable control. Non-performance of any of the obligations of the District to this Agreement due to delays beyond its reasonable control shall not be considered a breach of this Agreement.

- At end of four years, parents can take title with no additional cost
- District can terminate the offer to sell if necessary (bold paragraph)
- Parents and students are protected against patent suits
- District is not liable for illegal use of equipment
- If used inappropriately and equipment is damaged, you can't sue the District
- If program is delayed beyond control of District, it is not a breach of the agreement

## 17. Termination

The District, at its sole option, and reserving all other rights and remedies available to it at law or equity, shall have the right to terminate this Agreement:

- (a) Upon ten (10) days' written notice in the event that Parent or Student violates any provision of this Agreement;
- (b) In the event that payment is not made under this Agreement, and Parent has not notified the District of any inability to pay;
- (c) In the event Parent or Student assigns any of his or her rights under this Agreement;
- (d) In the event that the District is unable to continue to lease the Equipment from Apple Computer, Inc.;
- (e) In the event the Program is determined to be contrary to state or federal law;
- (f) In the discretion of the District, for any purpose reasonably related to the educational benefit of all students in the District, or in the furtherance of public policy.

The term of this Agreement is four (4) years. In the event that, for any reason, termination occurs prior to the completion of the four (4) year term of this Agreement, Parent shall cause the Laptop to be returned to the District immediately, and neither Parent nor Student shall receive any refund of the Parent Contribution paid, nor shall they retain any property interest in the Equipment issued to Student pursuant to this Agreement.

If Parent intends to withdraw Student from School, Parent will be given the option to make a single deposit with the District, prior to Student's withdrawal from school, of the entire amount of the Parent Contribution remaining for the three (3) year term of the Agreement. This amount must be deposited in full prior to Student's last day of attendance at school in order for Parent or Student to retain possession of the Laptop and for the Agreement to continue without termination. **The terms of this Agreement will continue thereafter to their completion.** When the three (3) year term of this Agreement is completed, according to the terms of Section 14, Parent shall be offered the opportunity to exercise the Option to Purchase as provided therein. **However, for the remaining term of the Agreement, the District shall retain the right to terminate the Agreement and require the return of the Laptop to the District for any of the stated reasons above.**

If Parent chooses to return the Laptop and discontinue making payments pursuant to this Agreement, then the Agreement will terminate as provided in Section 17(b), and Parent will have no continued liability for additional contribution as of the day the Agreement is terminated. Refunds of any prepaid amounts shall be provided as follows:

- (a) If Parent has elected the monthly contribution plan, no refund shall be granted.
- (b) If Parent has elected the quarterly contribution plan, the District will provide Parent with a prorated refund of the amount of months prepaid, calculated from and including the first day of the month following termination of the Agreement, to the end of the prepaid quarter.
- (c) If Parent has elected the annual payment plan, the District will provide Parent with a prorated refund of the amount of months prepaid, calculated from and including the first day of the month following termination of the Agreement, to the end of the prepaid ten (10) month school year.

## 18. Enforceability; Severability

If any provision of this Agreement is invalid under any applicable statute or rule of law, to that extent it is deemed omitted. In the event that any provision of this Agreement or any obligation or grant of rights by either party is found invalid or unenforceable pursuant to a judicial decree of decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law and the remainder of this Agreement shall remain valid and enforceable according to its terms.

# Termination

- District can terminate agreement:
  - If student or parent violates any provision
  - If parent doesn't make payment and hasn't notified the District of inability to do so
  - If District cannot continue lease from Apple
  - If program is terminated as contrary to law
  - If decision is made that it is to the benefit of all students in District to end the program

- If agreement is terminated with parent, laptop is to be returned
- If parent withdraws student from school, payment of remaining amount can be made and laptop taken
- If parent chooses to return the laptop to District, parent has no further liability for payments, and prorated refunds for quarterly or annual payments will be made
- Title remains with District until end of four year term

**Fullerton School District  
Nicolas Junior High School**

**19. Inability to Contribute**

(a) In the event that Parent becomes unable to make the Parent Contribution, Parent shall notify the District of such inability at least ten (10) days prior to the date that Parent's upcoming payment is due, and Parent shall apply to the District for waiver of the Parent Contribution. If Parent qualifies for such relief, the District shall not unreasonably withhold payment assistance.

(b) Except as provided in paragraph (a) of this section, in the event Parent shall default in making any payment due or in performing any other obligation required to be performed by Parent or Student, and if such default remains uncured for a period of ten (10) days after Parent is notified by the District of the default, then the District shall have the right to terminate this Agreement and repossess the Equipment.

**20. Waiver of Liability and Limited Indemnity**

Made possible by Parent Contributions, the District shall retain limited responsibility for theft or damage to the Equipment issued under this Agreement, and waive the personal liability of Parent and Student for certain damages or theft. The Liability Waiver is attached hereto and incorporated by reference into this Agreement. Parent assumes liability for all risks of theft, loss or damage to the Equipment whatsoever, in the event that any theft, loss or damage of the Equipment is not covered by the terms of the AppleCare warranty or Liability Waiver.

- If unable to continue payments, notify District for assistance
- Parent assumes liability for anything not covered by AppleCare warranty or Liability Waiver

# Acceptable Use Policy

**Acceptable Use Policy**

One-to-One Program

In addition to the provisions of the Fullerton School District Online Services Acceptable Use Agreement, the following additional items apply to students participating in the one-to-one computer program.

1. Students will bring their laptops to school each morning with the batteries fully charged.
2. Students will transport their laptops to and from school in their protective sleeves or cases and will store them in a secure location when not using them.
3. Students will keep their laptops clean with no attached stickers or other items that might deface or damage the laptop's finish, screen or other components.
4. Laptop hard drives will be maintained to insure sufficient storage space for the efficient use of the laptops at school.
5. No attempt will be made without permission to load and use additional software on the laptop. No attempts will be made without school permission to modify or reconfigure the software image loaded on the laptops.
6. Students will immediately report all malfunctions, damage or loss of a computer to a classroom teacher or technology support staff member at their school.
7. Students will use their laptops during the school day only for school-related purposes.
8. Students will only use wireless network connections at school and will not physically connect their computers to a wired Ethernet jack unless given permission to do so by a school staff member.
9. Unless part of a school project and with the knowledge of a school staff member, students will not use email, instant messaging or log onto chat rooms or online forums during school hours.

I understand and will abide by the provisions and conditions of this agreement. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my technology access privileges, and appropriate legal action.

\_\_\_\_\_

Student Name

\_\_\_\_\_

Student Signature

\_\_\_\_\_

Date

As the parent or guardian of this student, I have read and agree to the provisions of this agreement. I understand that it is impossible for the Fullerton School District to restrict access to all controversial or inappropriate materials, and I will not hold the District responsible for materials acquired on the network.

\_\_\_\_\_

Parent/Guardian Name

\_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_

Date

# Acceptable Use Policy

- Extension to “Online Services Acceptable Use Agreement”
- Defines Do’s and Don’ts of laptop use

# Acceptable Use Policy

- Batteries fully charged each morning
- Transport in sleeve and store them securely
- Keep laptops clean without damaging stickers, etc.
- Sufficient hard drive storage for school work

# Acceptable Use Policy

- No loading or modification of software without school permission
- All malfunctions, damage or loss to be reported
- Laptops at school used only for school purposes
- Only wireless connections to be used at school
- No email, instant messaging, chat rooms or forums during school hours without permission

# Payment Form



# Next Steps

- Turn in:
  - Signed Lease Agreement (Rm. 24)
  - Signed Acceptable Use Policy (Rm. 24)
  - Initial Payment (Rm. 23)
- Proceed to pick-up area (Library)
- Return to Multipurpose Room with Computer

