



Roger León  
Superintendent

# Newark Board of Education

Abdullah Ansari, Executive Director of IT  
Division of Information Technology

Where Passion Meets Progress

## LAPTOP/TABLET DISTRIBUTION AND USAGE MEMORANDUM OF AGREEMENT

This agreement (henceforth "the agreement") is made on \_\_\_\_\_ (date of the agreement) between the Newark Board of Education (henceforth "the District") and the parent(s) and/or guardian(s) of the student (henceforth "the student") \_\_\_\_\_ (name of the student) with student ID # \_\_\_\_\_ (student number) attending \_\_\_\_\_ (name of the school/department).

The District hereby provides the student with a laptop/tablet (henceforth "the computer") with the following specifications for the purpose of participating in educational activities and programs in the District.

### Equipment Received (noted below as "the computer")

Make: _____	Model: _____
Serial Number: _____	Asset tag: _____
Power Adaptor: Yes _____ No _____	Carrying Case: Yes _____ No _____

By entering into this agreement, the user agrees to the terms and conditions set forth herein as follows:

- (1) The student agrees to use the computer for the sole purpose of participating in the instructional / educational programs and activities as determined by the Newark Public Schools in accordance with the District File Code 6142.10: Internet Safety and Technology. Examples of such programs and activities include but are not limited to accessing authorized software programs and applications (e.g. PowerSchool, MS Office, G Suite for Education), communicating via Board e-mail (if provided), development and presentation of materials for classroom and instructional use, conducting research, etc. The computer is to be used only by the student to whom it has been assigned. Any personal or improper use of the computer may result in my obligation to reimburse the District for all unauthorized activities that I or the student has conducted using the computer and may also lead to the confiscation of the computer.
- (2) The student agrees to properly care for the computer and not subject it to extreme physical and environmental conditions, which may damage the computer or contribute to its degradation. Examples include but are not limited to leaving it in environments with excessive heat (e.g. near a heater), dropping the it, etc.
- (3) The student agrees to adhere to all common security practices when handling or working with the computer. Examples include but are not limited to properly logging out of the network and applications when work has been completed, not leaving the computer in areas where it can be stolen or misused, not leaving the computer unattended while in operation, running the anti-virus update on a regular basis, etc.
- (4) The student agrees not to engage in activities that may negatively impact the operation, configuration and or warranty of the computer. Examples of such activities include but are not limited to installing unauthorized software programs, removal of any internal components of the computer, attempting to repair the computer, modifying the configuration of the computer or the installed applications, removal of identification and or warranty labels, etc. The student further agrees not to use the computer for the purpose of accessing computing resources external to the District in a manner deemed unauthorized and or illegal. Examples include but are not limited to the initiation of any hacking activity against other organizations from the District's computer network, download and or distribution of inappropriate images/objects, bypassing of proxy and firewall servers for the purpose of accessing external computing resources.
- (5) The student is to report all computer hardware/software related problems to the school Principal / Dept. Head and/or his/her designee immediately upon occurrence. The computer will be returned to the student upon completion of repair/reconfiguration.



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- (6) The student is to immediately notify the school Principal/Dept. Head or his/her designee in writing in the case of loss or theft of the computer should such a situation arise. The student is to include a copy of the police report with the notification so that the responsible school Board officials can further investigate the matter. I understand and agree that if the student loses the computer, I will be financially responsible for and pay the District the original cost of the lost computer or for the costs of repair due to misuse by the student.
- (7) The student agrees to use the District's network as the primary data repository for storing Board related electronic files and documents created by the student. Thus, all documents created or stored on the computer while not connected to the District's network (e.g. using the computer at home) must be uploaded by the user to the District's network (e.g. the student's "U" drive or the student's Google Drive) immediately upon reconnecting the computer to the network. The student understands that the District is not responsible for any loss of files or documents stored locally on the computer. The student further understands that the District may find it necessary to re-image the computer as part of a repair and troubleshooting process, which will cause the loss of all files and documents stored locally on the computer.
- (8) The student agrees to properly access all authorized application programs on the network using the student's network credentials. The student agrees not to tamper with any application software, data, or download programs to the computer for off-line use.
- (9) The computer is the property of the District and the specific school where the student attends. Thus, the student agrees to return the computer to the school Principal / Dept. Head and/or his/her designee upon the end of the school year, student's transfer to another location within the District, or transfer from the District. The student further agrees to return any of the District's computer accessories, i.e., the power cable, etc. and/or software media associated with the computer that he/she has in his/her possession. The computer must be returned in normal operational condition without any software/hardware malfunction or damage. The District may hold the student liable if indications of inappropriate handling of the computer by the student become evident in accordance with Board File Codes 3250 Income from Fees, Fines, Charges, 5131 Conduct/Discipline, and 5131.5 Vandalism/Violence.
- (10) I agree to indemnify, defend, save and hold harmless the District from and against any and all damages, lawsuits, claims, liabilities and expenses, including reasonable attorney's fees and court costs, that may arise out of or result from the provision and/or use of the computer by the student.

## Notification to Parents/Guardians regarding NJ's Anti-Big Brother Act:

Please be advised that the electronic device your student receives may record or collect information on the Student's activity/activities or the Student's use of the device if the device is equipped with a camera, global positioning system, or any other feature capable of recording or collecting information on your Student's activity or the use of the device. The District shall not use any of these capabilities in a manner that would violate the privacy rights of your Student or any individual residing with the Student. (Anti-Big Brother Act S-2057).

By signing below, I certify that I have read and I understand the above agreement to be the terms under which I will be provided with Board computer.

Parent/Guardian Signature: \_\_\_\_\_

\_\_\_\_\_ Date

RETURNED TO: \_\_\_\_\_

\_\_\_\_\_ Date Returned