

Student's Name _____ Date Issued _____ Computer

Date Returned _____ Webcam _____ USB

Agreement for Use of Instructional Property
New London Digital Academy

Responsible Party is the parent or legal guardian of the Student, who is enrolling in the New Londo Digital Academy beginning with the 2015-2016 academic year. New London Digital Academy will make arrangements to permit the Student to use certain computer equipment, software, and related instructional books and materials ("Instructional Property") to facilitate the student's education while enrolled in the New London Digital Academy, provided the Responsible Party is willing to accept responsibility for the Instructional Property as set forth below.

The Ohio legislature recently enacted a new provision regarding Internet-based community schools. Under Ohio Revised Code 3314.032, parents are entitled to a computer for each student enrolled, which parents can choose to waive.

Sec. 3314.032 (A) (1) Each child enrolled in an internet or computer based community school is entitled to a computer supplied by the school. (2) Notwithstanding division (A) (1) of this section, if more than one child living in a single household is enrolled in an Internet or computer based community school, at the option of the parent of those children, the school may supply less than one computer per child, as long as at least one computer is supplied to the household. The parent may amend the decision to accept less than one computer per child any time during the school year, and, in such case within thirty days after the parent notifies the school of such amendment, the school shall provide any additional computers requested by the parent up to the number necessary to comply with division (A) (1) of this section.

Responsible Party must indicate number of computers needed on the attached Appendix 1 - Computer Request.

Responsible Party hereby agrees to the following:

- 1. Use of Instructional Property.** New London Digital Academy shall permit the Student to use the Instructional Property listed on the attached Appendix (2) -Instructional Property Schedule. The New London Digital Academy reserves the right to add, change, substitute, and/or delete individual items on the Instructional Property Schedule from time to time.
- 2. Term.** Student's rights to use and possess the Instructional Property expire upon the Student's termination of enrollment. Notwithstanding the foregoing, New London Digital Academy reserves the right to terminate any right to use and possession immediately if

the school has reason to believe that Responsible Party is violating any term or condition of this agreement. Responsible Party shall return all of the Instructional Property as instructed within (5) days of the termination date in the same condition as delivered, normal wear and tear expected.

3. **Ownership.** At no time shall legal title to or ownership of any of the Instructional Property vest in the Responsible Party or Student who shall only have rights to temporary use and possession as provided herein.
4. **Condition of Instructional Property.** Responsible Party agrees to fill, sign, and return "Instructional Property Receipt Acknowledgement Form" (to be enclosed with the Instructional Property) to New London Digital Academy to acknowledge receipt of the Instructional Property and to affirm that it is all in satisfactory operating condition upon receipt.
5. **Responsibility for Instructional Property.** Responsible Party must maintain the Property at the Responsible Party's residence set forth in the enrollment form unless the Responsible Party provides thirty (30) days' written notice and proof of the new address to New London Digital Academy. Responsible Party shall be solely liable for any loss or damage and must inform New London Digital Academy of any loss or damage to the Instructional Property from any cause whatsoever within three (3) days of the loss or occurrence of damage. New London Digital Academy will provide the Responsible Party with a loss report form that will include provisions for the Responsible Party to pay for the loss or damaged Instructional Property and, upon receipt, will allow New London Digital Academy to supply a replacement of the Instructional Property.
6. **Maintenance and Repair.** Responsible Party is responsible for contacting the New London Digital Academy staff and scheduling maintenance and repairs of the Instructional Property while in his or her possession and will follow instructions for Instructional Property requiring repairs as directed by New London Digital Academy Technical Support and the Warranty Agreement with the Original Equipment Manufacturer. Responsible Party is solely responsible for returning the Instructional Property to the New London Digital Academy for upgrading to new software versions when publicly available obtaining and installing antivirus updates, and overall maintenance of each software application provided.
7. **Use of Property.** Responsible Party agrees that (i) Instructional Property may be used solely for the education of the Student while enrolled at New London Digital Academy and not for the benefit of any other person. Policies and rules and the Manufacturer's instructions, (iii) each software application provided shall be subject to, and used in accordance with the license and/or use agreement that accompanies policies and rules regarding Network/Internet use and protocol, (v) Responsible Party is solely responsible for ensuring that the software settings, default configurations, and administrative privileges are maintained at the original specified settings that the Instructional Property had upon delivery and will be liable for any resulting damage to the Instructional Property, any files, and/or other software applications if the default settings are changed or modified without explicit authorization from the Technical support, and (vi)

Responsible Party is solely responsible for keeping User Ids and Passwords confidential to prevent unauthorized usage.

- 8. General Indemnity.** Responsible Party agrees to indemnify, defend, and hold harmless New London Digital Academy, and any sponsoring school District or Authority, their respective employees, officers, directors, agents, assignees, and all affiliated companies and /or entities (“Indemnified Parties”) from and against any and all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court cost and attorney fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, and losses arising directly or indirectly out of or in connection with any matter covered by this agreement, other than those caused by New London Digital Academy.
- 9. Disclaimer of Warranties.** NEW LONDON DIGITAL ACADEMY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE FOR ANY OF INSTRUCTIONAL PROPERTY. IN NO EVENT SHALL NLVC BE LIABLE FOR ANY ACTUAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, OR THE EXISTENCE, FURNISHING, FUNCTIONING, USAGE, OR MAINTENANCE OF ANY INSTRUCTIONAL PROPERTY PROVIDED UNDER THIS AGREEMENT.
- 10. Insurance.** Responsible Party agrees to maintain at his or her expense adequate insurance to cover damage to the Instructional Property by fire, theft, flood, explosion, accident, act of God, or other cause to the full replacement value of the Instructional Property and agrees that he/she will be financially liable for it regardless of the availability of insurance proceeds.
- 11. Miscellaneous.** The Responsible Party agrees to see that sealed components of the Instructional Property issued by the New London Digital Academy is neither opened nor removed. The Responsible Party agrees to keep an active Internet connection to the provided instructional property during the term of the student’s enrollment in the New London Digital Academy. Responsible Party represents that he/she has the power to bind all of the student’s parents or legal guardians, all of whom shall be bound by these terms. Responsible Party cannot amend this Agreement unless accepted in writing by a representative of New London Digital Academy. This agreement shall constitute the entire agreement between the parties with regard to the Instructional Property and prior understanding or representation of any kind shall not be binding on either party, except to the extent incorporated herein. The waiver of any right under this agreement by either party shall not be construed as a waiver of the same right at a future time or a waiver of any other right under this Agreement. This Agreement shall be construed and enforced in accordance with all applicable laws of the state of Ohio.

Appendix 1 - Computer Request

Please consider the following factors when deciding how many computers are needed for your multi-student family. Then fill in your response in the blank spaces below.

*If you have a cable or DSL Internet connection, a router or other network device is needed to enable an Internet connection to all of the computers.

I have enrolled _____ student(s) and I prefer to receive _____ computer(s). (Note: maximum of one computer per student **UNLESS** you complete and sign a computer usage waiver form.)

Appendix 2 - Instructional Property Schedule

Software: New London Digital Academy shall provide or cause to be provided the following software applications ("the software"):

Antivirus software

Filtering Software

The school may also provide additional software as deemed necessary or required by State law.

Hardware:

(The responsible party's initials indicate you are in receipt of equipment and acknowledge replacement cost of equipment)

_____ Laptop computer including power supply (\$_____ - **replacement cost**)

_____ Other device, please identify device _____ (\$-_____ -**replacement cost**)

_____ All equipment issued has been inspected and found to be free of damage and in good working condition.

Responsible Party's

Name _____

(Please print)

Responsible Party's

Signature _____

Phone Number _____ **Cell number** _____

Responsible Party's Email

Address _____

Student's Cell Number _____