

Student's Name \_\_\_\_\_

Computer # \_\_\_\_\_

Date Issued \_\_\_\_\_

Other Device# \_\_\_\_\_

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

## **Agreement for Use of Instructional Property GREATER OHIO VIRTUAL SCHOOL**

Responsible Party is the parent or legal guardian of the Student, who is enrolling in the GOVS the date of signed contract. GOVS 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 GOVS, 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.** GOVS shall permit the Student to use the Instructional Property listed on the attached Appendix (2)-Instructional Property Schedule. The GOVS 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, GOVS 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 ~~out~~, sign, and return "Instructional Property Receipt Acknowledgement Form" (to be enclosed with the Instructional Property) to GOVS to acknowledge receipt of the Instructional Property and to affirm that it is all in satisfactory operating condition upon receipt. ~~Responsible Party must maintain the Property at the Responsible Party's residence set forth.~~
- 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 GOVS. Responsible Party shall be solely liable for any loss or damage and must inform GOVS of any loss or damage to the Instructional Property from any cause whatsoever within three days of the loss or occurrence of damage. GOVS will provide the Responsible Party with a loss report form that will include provisions for the Responsible Party to pay for the lost or damaged Instructional Property and, upon receipt, will allow GOVS to supply a replacement of the Instructional Property.
- 6. Maintenance and Repair.** Responsible Party is responsible for contacting the GOVS 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 GOVS Technical Support and the Warranty Agreement with the Original Equipment Manufacturer. Responsible Party is solely responsible for returning the Instructional Property to the GOVS 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 GOVS 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 maintain 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

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_

Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_

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

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 GOVS, 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 GOVS.

9. **DISCLAIMER OF WARRANTIES.** GOVS **DOES NOT** MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, ~~MERCHANTABLITTY~~~~MERCHATABLITTY~~, OR FITNESS FOR A PARTICULAR PURPOSE, OR FITNESS FOR USE ~~FOR OF~~ ANY OF ~~THE~~ INSTRUCTIONAL PROPERTY. IN NO EVENT SHALL **WCV** BE LIABLE FOR ANY ~~ACTUAL~~~~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 GOVS 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~~~~student's~~ enrollment in the GOVS. Responsible Party represents that he or 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 GOVS. 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 the laws of the state of Ohio.

## Appendix 1—Computer Request

Please consider the following factors when deciding how many computers are needed for your multistudent 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.
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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

**Hardware:** (The responsible parties initials indicates you are in receipt of equipment and acknowledge replacement cost of equipment)

\_\_\_\_\_ Laptop computer including power supply (**\$320.00 replacement cost**)

\_\_\_\_\_ Other device(s), please identify device ID# \_\_\_\_\_ (\$ \_\_\_\_\_ -replacement cost)

\_\_\_\_\_ I have examined the equipment issued to my child/children and found it to be free of damage and in good working condition.

\_\_\_\_\_ I received GOVS Chromebook Procedures. I understand the procedures and responsibilities outlined in this document.

Responsible Party's Name \_\_\_\_\_  
(please print)

Responsible Party's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Must be 18 years of age*

Phone Number \_\_\_\_\_ Responsible Party's Cell # \_\_\_\_\_

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_  
Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_  
Date Returned \_\_\_\_\_  
**Responsible Party's Email Address** \_\_\_\_\_  
**Student's Cell Number** \_\_\_\_\_

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_  
 Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_  
 Date Returned \_\_\_\_\_

**GOVS Chromebook Procedures & Fees**

**REPAIR/REPLACEMENT CHARGES FOR GOVS EQUIPMENT Effective 7/1/2016**

| <b>Damaged to Computer &amp; Equipment</b>                           | <b>Repair//Replacement Charge</b> |
|--|-----------------------------------|
| <input type="checkbox"/> Computer Damage-Not Economically Repairable | \$320.00                          |
| <input type="checkbox"/> Computer Power Cord Damaged//Missing        | \$20.00                           |
| <input type="checkbox"/> Computer Screen Damage                      | \$50.00                           |
| <input type="checkbox"/> Hinge Cover                                 | \$16.00                           |
| <input type="checkbox"/> Identification Tags Missing                 | \$10.00                           |
| <input type="checkbox"/> Mifi Damaged/Missing/Lost                   | \$50.00                           |
| <input type="checkbox"/> Mifi Power Cord Damaged/Missing/Lost        | \$15.00                           |
| <input type="checkbox"/> Missing Keys/Damaged keys                   | \$60.00                           |
| <input type="checkbox"/> Power Connector/Jack Damage                 | \$10.00                           |
| <input type="checkbox"/> Track Pad Damage                            | \$60.00                           |
| <input type="checkbox"/> Other                                       | \$                                |

**1. Receiving Your Chromebook**

**Parent/Guardian Orientation**

All parents/guardians are required to attend an orientation and sign the Greater Ohio Virtual School Chromebook Agreement before a Chromebook will be assigned to their student.

**2. Returning Your Chromebook**

Parents/students may retain borrowed Chromebook/equipment until the student is withdrawn from GOVS. Failure to turn in your assigned Chromebook/equipment at the time of withdrawal will result in the responsible party charged for full replacement charges. GOVS may also file a report of stolen property with the local law enforcement agency.

**3. Taking Care of Your Chromebook**

Students are responsible for the general care of the Chromebook they have been issued by GOVS. Chromebooks that are broken or fail to work properly must be reported to the Greater Ohio Virtual School as soon as possible so that they can be taken care of properly. GOVS-owned Chromebooks should never be taken to an outside computer service for any type of repairs or maintenance.

**4. General Precautions**

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_

Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_

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

- No food or drink should be next to Chromebooks.
- Cords, cables, and removable storage devices must be inserted carefully into Chromebooks.
- 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.

### **Carrying Chromebooks**

- Always transport Chromebooks with care. Failure to do so may result in damage students and their guardian will be responsible for.
- Never lift Chromebooks by the screen.
- Never carry Chromebooks with the screen open.

**The Chromebook screen** can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive 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.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

### **Asset Tags**

- All Chromebooks will be labeled with a GOVS 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 District asset tag or turning in a Chromebook without a District asset tag.

### **Chromebooks Being Repaired**

- Loaner Chromebooks may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage to or loss of the loaned device.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: <http://www.google.com/cloudprint/learn/>

### **Logging into a Chromebook**

- Students will log into their Chromebooks using their school issued Google Apps for Education account.
- Students should never share their account passwords with others, unless requested by an administrator.

### **Managing and Saving Your Digital Work with a Chromebook**

- The majority of student work will be stored in Internet/cloud based applications and can be accessed from any computer with an Internet connection and most mobile Internet devices.
- Some files may be stored on the Chromebook's hard drive.
- Students should always remember to save frequently when working on digital media.
- The district will not be responsible for the loss of any student work.
- Students are encouraged to maintain backups of their important work on a portable storage device or by having multiple copies stored in different Internet storage solutions.

## **5. Using Your Chromebook Outside of School**

Students are encouraged to use their Chromebooks at home and other locations outside of school. A WiFi Internet connection will be required for the majority of Chromebook use; however, some applications can be used while not

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_

Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_

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

connected to the Internet. Students are bound by the GOVS acceptable use agreement, and all other guidelines in this document wherever they use their Chromebooks.

## 6. Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the district.

- The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebooks.
- Chromebooks use the principle of “defense in depth” to provide multiple layers of protection against viruses and malware, including data encryption and verified boot.
- There is no need for additional virus protection.

## 7. Content Filter

GOVS utilizes an Internet content filter that is in compliance with the federally mandated Children’s Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district.

## 8. Software

### Google Apps for Education

- Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Spreadsheets, Presentations, Drawings, and Forms.
- All work is stored in the cloud.

## 9. Chromebook Identification

- The district will maintain a log of all Chromebooks that includes the Chromebook serial number, asset tag code, and name and ID number of the student assigned to the device.

## 10. Repairing/Replacing Your Chromebook

- All Chromebooks in need of repair must be returned to GOVS as soon as possible.
- The GOVS Technology Department will analyze and fix the problems if possible.

### Estimated Costs (subject to change)

The following are estimated costs of Chromebook parts and replacements:

- Replacement - \$320.00
- Screen - \$60.00
- DC Charging Jack - \$25.00
- Power cord - \$25.00
- Replace Asset tag or Serial Number tag - \$25.00
- Keyboard, replacement required if there are missing keys - \$50.00

## 11. No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student Chromebooks at

Student's Name \_\_\_\_\_ Computer # \_\_\_\_\_

Date Issued \_\_\_\_\_ Other Device# \_\_\_\_\_

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

any time for any reason related to the operation of the District. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

## 12. Appropriate Uses and Digital Citizenship

School-issued Chromebooks should be used for educational purposes and students are to adhere to the Internet acceptable use and Safety policy found in the GOVS Student Handbook.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

**Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.

**Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.

**Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate. I will not enter other people's private spaces or areas.

**Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.

**Respect Intellectual property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.

**Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.