



Fitzgerald Virtual Academy Student Computer Agreement

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I. Purpose

Fitzgerald Virtual Academy is committed to using available technology to communicate with and educate members of the school community. It recognizes an expanding reliance on computers among students, faculty, staff, and the administration due to the convenience, speed, cost-effectiveness, and flexible advantages it provides. Upon the return of the signed Laptop computer Student/Parent/Districts Agreement, Fitzgerald Virtual Academy will provide the student with a laptop computer. The following policy will define the proper use of the school-provided and owned laptop computers.

II. Applicability of Other School Policies and Rules

Fitzgerald Virtual Academy only authorizes the use of its laptop computers in a manner consistent with established instructional research and administrative objectives of the schools. Accordingly, Fitzgerald Virtual Academy does not discriminate in its policies and practices because of an individual's race, religion sex, national origin, height, weight, marital status, political belief, handicap, or disability. The Laptop Computer Program must also comply with these standards.

III. Ownership

- A. Laptop computers, issued through the laptop program, are the property of Fitzgerald Virtual Academy. Students have no ownership, interest, or right to title in the laptop computers.
- B. Fitzgerald Virtual Academy is the sole licensee of the software included with the laptop computer. Any copying, modification, merging, or distribution of the software by the student, including written documentation, is prohibited. The student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms, or laws shall constitute a violation of this policy.

IV. Acceptable Use

- A. Fitzgerald Virtual Academy only authorizes use of its laptop computers in a manner that supports its mission.
- B. Personal Use is permissible so long as, in the determination of Fitzgerald Virtual Academy, it does not interfere with the school's mission or preempt normal business education activity, does not impede student productivity, does not interfere with or negatively impact any other person's or entity's rights and work and/or learning environment, and does not conflict with any rule or law.

- i. Notwithstanding the above described permissible personal uses, Fitzgerald Virtual Academy laptops are not to be used for personal profit or non-profit purposes such as advertising, rentals, selling or buying things, soliciting for charity, or other such uses.
 - ii. A nonexclusive example of illegal activity for which the laptops may not be used is transmission or storage or copyrighted materials not in the name of the student or District.
- C. Students must handle laptop computers with care.
- D. Students must bring their laptops to school with them when instructed to do so by a school administrator.
- E. Students must not use laptop computers or computer programs in any manner other than that for which it is intended.
- F. Students must not install software onto laptop computers borrowed under this policy unless specifically authorized to do so by a school administrator.
- G. Students must not intentionally modify network configuration files or otherwise interfere with the functioning of a Fitzgerald Virtual Academy computer.
- H. Students must not intentionally transmit viruses and other such malicious computer programs via the Fitzgerald Virtual Academy laptop computers.
- I. Laptop Computers will be treated in a similar manner as other school-owned educational tools such as textbooks. Therefore, all Fitzgerald Virtual Academy/Fitzgerald Public Schools policies, rules, handbooks, contracts, and directives, including disciplinary measures, apply to the use of laptop computers.
- J. Loss of theft of laptop computers must be reported to the school by the first subsequent school day following the loss or theft.
- K. Students must not modify, upgrade, or attempt to repair laptop computers issued under this policy without the express permission of the District.

V. Reporting Unacceptable Use

Students are responsible for maintaining the integrity of the Fitzgerald Virtual Academy Laptop Computer program and reporting any violations of this policy.

VI. Liability

- A. Students are responsible for all material sent by and/or stored on the laptop computer loaned to them. Students accept responsibility for keeping their laptop computer free from all pornographic material, inappropriate test files, or files dangerous to the integrity of Fitzgerald Virtual Academy network, equipment, or software.
- B. Fitzgerald Virtual Academy is not liable for any material sent by and/or stored on laptop computers issued to students via the Laptop Computer Agreement.

VII. No Guaranteed Content Privacy

- A. Fitzgerald Virtual Academy cannot guarantee that content stored on laptops issued in accordance with this policy will be private. Fitzgerald Virtual Academy respects the rights of its students; however, the Program/District is also responsible for servicing and protecting its property.
- B. Although the content of the laptop computers is not routinely monitored, Fitzgerald Virtual Academy reserves the right to monitor or access the hard drives of its laptop computers if it suspects, or is advised of, possible breaches of security, harassment, or other violations of other school policies, rules, regulations, directives, or law, or evidence exists which demonstrates to the school that its laptop computers may contain information, data, or other intellectual property that belongs to another person.

VIII. Return of the Laptop Computer

- A. Towards the end of the school year, a date will be announced on which the students and their parents or guardians will be invited to return the Fitzgerald Virtual Academy laptop computer. On this date, the school will inspect the computers for damage. If the cost of repairing any damage to the laptop exceeds \$20.00, the student will be responsible for that cost if the damage is considered to be beyond normal wear and tear.
- B. If a student cannot or will not return the Fitzgerald Virtual Academy laptop computer because of theft, loss, accident, or otherwise, the student will not be issued a final grade for enrolled courses, and, will not be permitted to participate in graduation ceremonies until the computer or its monetary value, as determined by the Fitzgerald Virtual Academy, is returned. All non-returned laptop computers will be disabled and tracked in addition to being reported as stolen property to the Warren Police Department and appropriate action will be initiated.
- C. Upon a student disenrollment from Fitzgerald Virtual Academy, the laptop computer must be promptly returned. All students successfully completing graduation requirements and thereby earning an endorsed diploma will be granted permission to keep possession of the assigned laptop computer permanently.

IX. Disciplinary Measures

- A. Noncompliance with the above Fitzgerald Virtual Academy Laptop Computer Policy will result in loss or restriction of laptop computer privileges. Repeated or severe infractions may result in permanent termination of privileges. Possession of a Fitzgerald Virtual Academy laptop computer may be revoked at any time for infractions.
- B. Students may be required to make full financial restitution for any unauthorized expenses incurred or any damages caused.
- C. School administrators will determine violations of the above Fitzgerald Virtual Academy Laptop Computer Policy.

D. Students violating any part of this policy may face additional disciplinary action deemed appropriate in keeping with the adopted disciplinary policies and guidelines of Fitzgerald Virtual Academy. Discipline may include up to and including legal action.

X. Indemnification

By signing the Fitzgerald Virtual Academy Laptop Computer Agreement, the student, and his or her parent(s) or guardian(s), agree to reimburse and hold the District harmless from and against any and all liabilities, costs, collection costs, attorney fees, and other damages which arise from, or relate in any way to, the use or failure to return the laptop computer and its software to the Virtual Academy in accordance with this policy.

Student Signature: _____ Date: _____

Student Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Please Check the box below and initial if you waive your access to a school laptop.

I do not need a laptop computer from the Fitzgerald Virtual Academy. I have my own personal computer at home, and I will use that to access my coursework