

School Managed—iPad Program

Participation Agreement



Terms of Participation

This is not a hire or rental scheme. You acknowledge by participating in the Junior iPad Program you have authorised the school to purchase a device on your behalf under the DET Standard Offer Arrangement (ICTSS.13.12). You are agreeing to pay the full amount upfront or a deposit of half the amount with a payment plan set up to ensure full payment is received. You are also agreeing to the terms and conditions outlined in this document.

1. Period of Participation

1.1 The period of participation is up to 3 years.

1.2 The School agrees to provide the device to the student/guardian from the date all parties sign the *Participation Form* (which refers to this *Participation Agreement*) and the full amount has been paid or a deposit of half the amount with a payment arrangement finalised with the School's finance office.

1.3 The School agrees to provide a 30-day cooling off period from the date the form is signed and before the device is issued.

1.4 Provision may be ended earlier, at the School's absolute discretion, if:

- In the opinion of the School, the student is not meeting the School's behaviour and education requirements, including failing to appropriately care for the device
- The parent/guardian fails to comply with this Agreement or the Student Network/Internet Access Agreement and the School Internet Usage Policy; or
- The student fails to comply with the conditions of this Policy

2. Ownership of Device

2.1 This agreement does not give the student ownership of the device. The School retains ownership of the device during the term of the agreement.

2.2 This agreement and the School's delivery of the device to the student do not constitute a transfer of ownership, or the obligation to transfer ownership, of the device to the student or parent/guardian.

2.3 At the conclusion of the period of participation as per 1.1-1.4, and subject to the other conditions of this agreement being fulfilled, the device will be returned to the manufacturer's original configuration, and ownership of the device and associated accessories will be transferred to the parent/student for the fee of \$5.

3. Status of Device

3.1 The device being provided to the student is in good working order.

3.2 The student is responsible for the security and safety of the device.

3.3 The School may demand the return of the device or disable the device for any reason, for example, upgrade software, inspect hardware or software's operational performance, or if there is suspected misuse of the device, or to verify that the device is being used in accordance with this Agreement.

4. Fee for Provision of Device

4.1 If the parent/guardian and student agree to participate, a program fee will be due and payable by the parent/guardian according to the agreed payment schedule.

4.3 If the parent/guardian and student agree to participate, full payment or a deposit of a third of the amount with a payment arrangement finalised with the School's finance office is required before the device is issued, subject to clause 1.2.

4.4 If payments are made by direct debit from a nominated credit card, it is the credit card holder's responsibility to ensure there are sufficient funds available and that details including card number and expiry date are kept up to date.

5. Connection to the Internet

5.1 The device supplied to the student is built to secure departmental managed operating environment which provides filtered internet access whilst connected to school network.

5.2 This covers school web browsing from the department's central servers.

5.3 At school, the carriage service and connectivity to the internet is governed by the School's Student Network/Internet Access Agreement and the School's Internet Usage Policy.

6. Improper use

6.1 The parent/guardian must ensure that the device is not tampered and that the device is not used:

- For any illegal, pornographic, fraudulent or defamatory purposes;
- For bulk transmission of unsolicited electronic mail;
- To send or cause to be sent any computer worms, viruses or other similar programs;
- Deliberately wasting printing and internet resources
- Record, photograph or film students or school personnel without the express permission of the individual and the school
- To menace or harass another person (or used in a way that would be regarded by a reasonable person to be offensive);
- To transmit any harassing, discriminatory, racist, obscene, indecent, offensive, or threatening material or emails;
- Use of unsupervised internet communication such as chat or social media
- Accessing external networks on school grounds, during school time
- To reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
- In a way that violates any laws, such as privacy laws.

7. Software

7.1 Only licensed software can be stored or otherwise loaded on to the device. The parent/guardian must ensure that any inappropriate software is not loaded onto the device. Note: some software will not be accessible whilst at school

7.2 The software loaded on the device is licensed to the Department of Education and Training or the School. The parent/guardian must ensure that the software is not copied, deleted or transferred, for any reason at all, without prior written consent from the School. Unauthorised use may breach copyright laws and the parent/guardian may be held liable for any damages incurred.

8. Virus protection

8.1 Viruses have the potential to severely damage and disrupt operations within the School and the Department's network. They can also be costly to restore the network, infected hardware or software to its previous state and operability.

8.2 Viruses can enter device iPads through: Emails/Phishing attempts (emails linking to malicious websites), the internet (including web browsing, FTP programs and chat rooms), file downloads, or network file shares such as servers and shared folders.

8.3 Students have the right to use their devices at home for personal use. If accessing the internet from home, they should take all steps to protect the school-owned device and the Department's computer network from virus attacks.

8.4 The parent/guardian must take necessary steps (within reason) to prevent a virus from infecting the device.

9. Repair and maintenance

9.1 The device is covered by a manufacturer's warranty that covers component defects for a period of 1 year.

9.2 The student must return the device to the School's IT Department if they suspect the hardware or software is or may be faulty.

9.3 The student and parent/guardian must not arrange or allow any repair or maintenance work to be carried out on the device without prior written consent of the School.

9.4 Should the device require repairs or maintenance, a replacement device may be made available while the device is being repaired.

9.5 The parent/guardian may be required to replace periphery items such as chargers, keyboards, cases and screen protectors etc should they cease function or not work to an acceptable standard. Provisions can be made to purchase these through the school.

10. Loss or damage

10.1 The School has established standards to repair or replace devices in the event of damage to devices not covered under the manufacturer warranty – (refer to manufacturer's website). Should damage to the device happen in the care of the student and is not covered by the manufacturer's website (such as a cracked screen due to falling rough handling etc). This would constitute a "Non-Warranty Claim". Such claims will incur a minimum service fee of \$150.00, payable by you before the device is returned. In the instance of intentional damage, parents may be liable to pay for the full cost of repair. As per 1.5, subsequent claims for damages may constitute a revision of your participation in the program.

10.2 The parent/guardian must use their best endeavours to ensure that the device is kept in good condition, and that it is not damaged, lost or stolen. It is the obligation of the parent/guardian to ensure the device is in a safe place when it is taken off the School's site.

10.3 The parent/guardian must immediately notify the School if the device is damaged, lost or stolen.

10.4 If the device is stolen, the parent/guardian must obtain a police report and provide this to the school as soon as possible. The report must include a QPS Incident Reference Number and the name of the investigating officer.

10.5 If, after investigation by the School, it is found that the device has been intentionally damaged or that the student or parent/guardian has been negligent (i.e. not exercised due care) in using or caring for the device, the parent/guardian agrees to cover any costs incurred by the School in repairing or replacing the device and agrees to indemnify the School against any further loss or damage caused by such intentional damage or negligence.

10.6 Advice on how to protect the device is outlined in the Use and Care guidelines below.

10.7 Accessories (chargers, cables, screen protector, case and keyboard) supplied with the device must be maintained in safe, serviceable condition. It is recommended that chargers NOT be brought to school. The School holds no responsibility for the misplacement of chargers. Any issues with the supplied accessories must be referred to the School IT Department within reasonable time. Should accessories cease to function to their capacity parent/guardians agree to cover replacement costs incurred by the school in replacement. Parent/guardians should budget for at least some components requiring replacement over the course of the program.

11. Consequences

11.1 All devices provided for use by the program remain the property of the School (subject to 2.3) and shall be paid out in full at the end of the education program or when the student leaves the school, whichever is the earlier.

11.2 Failure to make payment may result in debt recovery action being undertaken including, where warranted, referral to the Department Debt Recovery Agency.

11.3 Failure to comply with this Agreement may result in the School ending the Agreement, including automatic loss of the device or suspension of use for a period of time.

11.4 If in the event the parent/guardian wishes to terminate the device agreement earlier than the contracted end date, the outstanding balance is required to be finalised. Failure to finalise payment will result in debt recovery action - refer to 11.2.

Device Rules for Students

1. You can use the device for your own educational purposes, both at home and at school. The device may be used for limited personal use but not for commercial purposes (e.g. you cannot use the device to generate income for a part-time job).
2. If you do not comply with the Device Rules for Students, you are not allowed to use the device and the School may demand that you return the device. There may be other disciplinary consequences under the School's Student Code of Conduct, and the School's Student ICT Network Access Agreement and Usage Agreement also apply to your use of the network/internet when you are accessing the internet using the device. You are reminded of your obligations under that agreement and policy.
3. You must not allow anyone else to use the device for their own purposes, including family members and friends. You must not tell anyone else your account password.
4. You can only have and use the device within Queensland.
5. You accept responsibility for the security and care of the device.
6. You are responsible for backing-up all necessary data. The School is not responsible for any data loss. Therefore, please ensure all your school work and important documents are backed up.
7. The software loaded on the device is licensed to the Department of Education and Training or the School. You must ensure that the software is not copied, deleted or transferred, for any reason at all. Unauthorised use may breach copyright laws.
8. Only software authorised by the School can be stored or otherwise loaded on the device. You must not load, and must not cause to be loaded, any software onto the device. All software must be loaded onto the device by the School's Technical Administrator.
9. You must take all reasonable steps to prevent a virus from infecting the device, including monitoring any data that is downloaded or uploaded onto the device from the Internet.
10. When not in use, the device must be stored in a secure place or kept in your possession.
11. Images or sound captured by personal technology devices on the school premises or elsewhere must not be disseminated to others using the device, for the purpose of causing embarrassment to individuals or the School for the purpose of bullying or harassment, or where without such intent a reasonable person would conclude that such outcomes may occur. The School has the right to invoke appropriate disciplinary processes to deal with such behaviour by a student.
12. You must not intentionally use the device or internet services to which it may be connected:
 - For any illegal, pornographic, fraudulent or defamatory purposes;
 - For bulk transmission of unsolicited electronic mail;
 - To send or cause to be sent any computer worms, viruses or other similar programs;
 - To menace or harass another person (or use in a way that would be regarded by a reasonable person to be offensive);
 - To transmit any harassing, obscene, indecent, offensive, or threatening material or emails;
 - To reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
 - In a way that violates any laws, such as privacy laws.
13. In particular you must not use the device (or any internet services to which it may be connected) to bully, harass or be unkind to other persons.

Use and care of the device

- Avoid dropping or bumping technology devices.
- Don't place technology devices in areas of extreme temperature.
- Don't get technology devices wet, even though they will dry and appear to operate normally, the circuitry could slowly corrode and pose a safety hazard.
- Ensure your device is fully charged for school everyday.
- Follow all instructions given by staff.
- Lock your device when finished.
- Always carry the device in appropriate and secure bags/carry cases for transporting.
- Personalise technology devices with methods approved by the school, to ensure students do not get the devices mixed -up.
- Within reason, avoid exposing your device to prolonged direct sunlight or sources of heat such as desk lamps; dust, dirt, rain, liquids or moisture; heavy shock or vibration

Handling your device

- You need to be careful with your device and transport it in a secure and safe manner (e.g padded bag). Do not drop your bag from your shoulder. Always place your bag gently down.
- Be careful when putting the device in the car that no other items are on top of it and nothing will roll onto the device bag.
- The bag should be fully zipped up before being carried
- Do not wrap the cord too tightly around the power adapter or the cord will become damaged.
- Your device should always be kept clean and in good order.
- Never leave you device or bag in places where it may be tripped over or stood on.

AC adapter

- Only connect your power adapter to your device.
- Do not step on your power cord or place heavy objects on top of it. Keep your cord away from heavy traffic areas.
- When unplugging the power cord, pull on the plug itself, rather than the cord.
- Do not wrap your cord tightly around the adapter box.

Security

- Report any device fault or suspected virus activity to the technology team.
- Ensure regular backups are being performed on your device.
- Keep your login and password confidential.
- Don't tamper either physically or electronically with hardware settings.
- Don't attempt or undertake any malicious behaviour towards the School's ICT resources.
- Don't attempt to make unauthorised access to ICT resources or entities.
- Don't have food or drink near the device.

Software

- Don't copy any software from the School's ICT network or system without prior consent from the School.
- All technology equipment should only have operating systems loaded that are compliant with departmental standards.
- Always adhere to licensing and copying agreements.
- Never use technology devices to engage in illegal activity, including violation of copyright or other contracts.

Wet weather

- Particular care needs to be taken during wet weather, whether at school or while travelling to/from school or at home
- Never drop your bag into a puddle, leave it out in the rain or where water might run, or have it otherwise unprotected from rain – if your school bag gets wet, your device might also.

Technical Support

- Students can access the School's IT Department before school, during lunch times and after school to log a fault with their device or to seek technical advice from the School's technicians.
- Repair times will generally be within 3-5 weekdays, should a repair take longer a "loan device" may be issued.
- The School is not responsible for data stored on the device; students should ensure that their backup is up to date before getting their device repaired.

WE CARE • WE ARE RESPONSIBLE • WE ACHIEVE