Notebook Program Parent Agreement

Notebook Supply, Internet Access & Technology Usage Agreement

This Agreement is made on the _____ day of _____, 20 _____

Between   John Paul College Limited CAN 010 160 371   (We / Us)

And   _____(You)
                 (full name of responsible Parent/s or Guardian/s)

Of (Complete Home Street Address) _____

                 _____

On behalf of   _____
                 (full name of student)

Background

The empowerment of students, teachers, parents and the community is the striking innovation that distinguishes John Paul College as a very real example of a 21st century learning community. This, blended with innovation in knowledge management, an unparalleled infrastructure and 24-hour access to an online student-centred curriculum has allowed the College to realise our simple vision – to create an anywhere, anytime school where parents, teachers and students are part of an interconnected learning community. In providing students with such opportunities, it is an expectation that the John Paul College computer network facilities, which include access to the Internet, are to be used in a responsible, ethical and legal manner and in accordance with the College educational aims and policies.

1. You have a child, (the Student) attending John Paul College (the **College**).

2. We rely on notebook computers to deliver many of our educational programmes to students, and each student is required to have a notebook computer supplied by Us which is compatible with our network.

3. This agreement sets out the basis on which the Student will be permitted to have access to a notebook computer, including a carry bag and any accessories provided with the notebook computer (the **Notebook**) supplied by us, and to use specialised educational software specified by us, in order to undertake educational studies at the College.

4. The Student will be required to sign a declaration agreeing to abide by the College Notebook Program Supply, Internet Access and Technology Usage Policies. Access to Technology Services provided by the College is a privilege and not a right, the College reserves the right to take appropriate disciplinary actions should the student fail to abide by the College policies.

5. The College may provide updates to the policies and requirements outlined in this document from time to time as required. These updates will be published in the Notebook Program Policies documentation available via the Parent Portal and the Student SharePoint site for both parents and students.

6. It is the responsibility of parents and students to ensure they are familiar with the policies and requirements for the College in relation to notebook supply, Internet access and technology usage.

Notebook Supply Agreement

General

1. The College provides Students with access to a notebook computer in accordance with this parent/guardian agreement, while the Student is at the College.

Control and Ownership of the Notebook

2. The Student's access to the Notebook is not an exclusive right. We, at all times, reserve the right to:

    a. Decide on the notebook model and specifications to be assigned;

    b. decide who uses the Notebook and the use to which the Notebook is put;

    c. re-assign the notebook as required in line with College requirements;

    d. recall the Notebook for any reason (including upgrading software, inspections, proactive warranty, operational performance and software checks, and ensuring that the Notebook is being used only for its proper use).

3. Ownership and control of the Notebook will always remain with the College, even though the Student has possession of the Notebook at the College or elsewhere. Nothing in this agreement, nor the delivery of the Notebook by Us, constitutes a transfer of ownership of the Notebook to the Student or You, or an agreement to transfer ownership, or imposes an obligation for, or confers a right to, transfer of ownership of the Notebook.

Obligations of you and the Student

4. Ensure that the Notebook is kept in good working order and appearance, and not defaced, damaged or lost. To assist You:

    a. We will undertake all warranty work for the Notebook. The College is an accredited and fully equipped service centre; the manufacturer warranty agreement provides that **all** warranty services for the College notebooks must be undertaken on the College accredited service centre (You must not allow any repair or maintenance work to be carried out on the Notebook by any external provider or you will void the warranty and become liable for all ongoing service costs). Warranty services, if accepted by the manufacturer/supplier, will be undertaken at no cost to you by the College accredited service centre.

    b. We will cover the Notebook for insurance against accidental damage and theft. Should an insurance claim be made in respect of the Notebook **and be accepted**, you will be charged an **excess**. If a claim is not accepted (for example for deliberate damage, negligent care or not following policies), You will have to meet the full costs to the College in repairing or replacing the Notebook.

    c. The College will provide a suitable case to secure the notebook computer. At all times when transporting the laptop, around campus, at home, in a vehicle or elsewhere, the notebook must be secured properly in the case; the notebook must be properly and completed shut down and the zipper must be secured in place. Failure to properly secure the notebook in the case will result in any resulting damage not being covered by insurance or warranty and full costs of repairs will be passed on to You.

5. The Student is permitted to have and use the Notebook at the College, at home and at such other places as the College specifically approves. At no time is the notebook to be used by anyone other than the assigned student. Damage as the result of someone other than the assigned student using the notebook computer will result in the full cost of any required repairs being Your responsibility.

6. The software loaded on the Notebook is licensed to the College. You must ensure that the software is not copied, deleted or transferred, for any reason at all, without our prior written consent. Deliberate interference with applications loaded on the notebook, including but not limited to, cyber safety applications will result in disciplinary action. The College image includes an anti-virus application, at no time are any additional anti-virus applications to be loaded onto the notebook as this will interfere with the operation of the existing application and prevent appropriate protection of the notebook.

7. You must ensure that:

    a. only software authorised by the College is stored or otherwise loaded on to the Notebook; .

    b. no illegal or illicit material or electronic data is stored or otherwise loaded on to the Notebook;

    c. the Notebook is only used for the educational purposes of the Student;

    d. the hardware case of the Notebook is not opened, and no additional hardware (including memory, video card, sound card, network card, modem or disk drive) is installed in the Notebook, unless done so by the College;

    e. You and the Student take all steps that are reasonably necessary to prevent a virus from infecting the Notebook (such steps include monitoring any data that is downloaded from the Internet, or virus checking any memory sticks loaded into the Notebook).

    f. The applied Tekskin is not removed by anyone other than the College service centre. Students are not to mark, cover or damage the Tekskin in any way; Tekskins that have been marked or damaged will be replaced by the College and the cost of the replacement Tekskin will be charged to You. Please note, some damages and markings such as those from paint and chemicals can result in damages to both the Tekskin and the notebook casing underneath, if this occurs you would be charged for all damaged parts to be replaced. Students are able to select from an approved catalogue of Tekskin designs or provide their own photo/picture as long as it does not contravene copyright and have this made into a Tekskin at a cost to You to replace the standard College Tekskin. Students must not mark or damage their personalised Tekskin; all Tekskins are subject to the same care policies.

    g. No stickers or marks of any kind are made on the Notebook anywhere. Stickers and other markings on the Notebook will cause damage to the notebook casing and will result in the costs of replacing or repairing those parts being passed on to You in full.

    h. Students must take due care of the Notebook and follow the instructions and policies of the College in caring for their assigned Notebook. These care guidelines include but are not limited to; never leaving the Notebook unattended in an unsecured location (it must be secured in a locked location or in the care of an adult), never leave the Notebook unattended while it is plugged in to a power adapter, and always properly shutdown and secure the notebook in the case provided by the College. These care policies and guidelines form part of this agreement and are provided to the students on the student SharePoint portal.

    i. Students must always fully charge the Notebook overnight and bring it fully charged to the College each day. When charging the notebook at home, the notebook must be located in a safe and secure location where the cable will not be a trip hazard and the notebook will not be in contact with liquids, foods or heavy objects.

    j. When travelling in a vehicle the Notebook must be secured safely in the **boot** of the vehicle, in a position where it won't move around and will not have anything on top of it, prior to moving off to go anywhere. For vehicles without a boot only, a secure location out of sight must be used for the Notebook. Insurance will not cover claims for notebooks stolen from within a vehicle not properly secured and hidden from sight.

    k. When travelling on a bus, the Notebook must be kept with the student at all times and not placed under the seat or on the racks. Loss, theft or damage as a result of leaving the Notebook in an inappropriate location on a bus will result in the full costs of repair or replacement being passed on to You.

8. If the notebook computer is to be taken out of Australia, You must first advise and obtain specific authorisation from the College and arrange appropriate supplementary insurance cover for the computer to the College's satisfaction. Approval for travel with a College Notebook will only be given if there is an educational requirement for the student to have the Notebook during the travel. It is generally preferred that students do not take College notebooks on holidays; the notebooks are provided for educational purposes only and are not for general entertainment use. Taking the College notebook to an unsecured location or a location with a high risk of damage, including on camping or beach/river/lake holidays, may result in any damages not being covered by insurance and the full cost of repairs being passed on to the student.

Notebook Problems and Insurance

1. You must immediately report to the College service centre (Techsphere) if the Notebook is lost or stolen. Where a notebook has been lost or stolen from anywhere other than on the College campus, a Police report must be lodged by you immediately and a copy of this report provided to the College service centre at the first available opportunity. If the notebook is lost on the College campus, the student must attend Techsphere immediately the loss is realised; a 3 day checklist and process to try to locate the notebook must be followed and completed by the student and, if at the end of that 3 days, the notebook has not been located an insurance claim can be lodged. Failure to report a lost or stolen notebook immediately (or at the earliest time the Service centre is next open) will result in insurance cover being denied. An insurance claim without an accompanying Police report or completed Campus Loss checklist will automatically be denied. If the insurance claim is not accepted you will be liable for the full cost of a replacement notebook. The replacement notebook will be the current equivalent model available and not necessarily the same model that was lost/stolen.

2. Loss, theft or damage of a Notebook or any components due to negligent care and not following policies outlined by the College will result in any insurance being declined and the full costs of repair or replacement being Your responsibility.

3. Any repairs deemed necessary by the College, replacement parts and components, which incur a charge (i.e. not covered by warranty or insurance), will result in the charge being passed on to You. The College will undertake any necessary repairs as is required, You will be notified of any charges via a letter from the College and the costs will be added to Your school fees.

4. Should the student borrow any equipment from the College, including additional power adaptors when they have left theirs at home, You will be responsible for any replacement or repair costs for this equipment if it is lost or damaged while the student is in charge of that equipment. Students who borrow power adaptors will be given a loan period, failure to return the component at the end of that period will result in the cost of that component being passed on to You.

5. Claims for **accidental damage** to the notebook for students will be handled as follows:

    a. For the **first and second incident** of accidental damage reported by students where an insurance claim is accepted and an excess applies, the insurance excess will be covered by the College (this includes accidental damage where, for example, the notebook is dropped or the notebook is pulled to the floor as someone trips and stumbles). Parents will receive notification of this process via email.

    b. For the **third and ongoing incidents,** if a claim is accepted, parents/guardians will be liable for the insurance excess or the cost of the parts whichever the lesser amount is.

    c. In **all** cases where an insurance excess may apply, **the insurance claim form will still need to be completed and signed by parents/guardians**. This is the case no matter whether the excess will be paid by the College or the student.

d. The Insurance excess applicable at the time the notebook is assigned is stated on the notebook collection agreement however this excess may change throughout the period the notebook is assigned to the student; any changes to insurance excess would be advised to both you and the student via an email notification.

6. Where students are continuing to have similar incidents or a history of negligent care of a Notebook, that student may be counselled or disciplinary action may be taken.

7. Insurance excess applying to loss or theft will **not be covered by the College**; parents/guardians will be liable for the insurance excess in this case if the insurance claim is accepted.

8. Parents will remain responsible for the full costs of repairs that are not covered by insurance. This includes damage as the result of not reporting a minor fault in the notebook that would at the time be covered by a warranty or insurance claim but has further developed and is therefore rejected for warranty/insurance, deliberate damage and damage as the result of negligent care.

9. Insurance is void when the notebook is not properly shutdown, secured and transported or stored in the College supplied carry case. Failure to properly shutdown the Notebook prior to being placed in the carry case can result in internal damage to the Notebook components which will not be covered by either warranty or insurance.

10. You must return the Notebook immediately to the College service centre if either the hardware or software is faulty. Failure to report hardware damage or failures immediately will void the warranty and insurance of the notebook resulting in the full cost of the repair being passed on to You. For example, continuing to use a Notebook with a loose or missing key from the keyboard will result in the warranty claim being denied due to additional damage to the components; the full cost of a replacement keyboard would be passed on to You.

11. In the event of software problems, we will arrange a complete reload of the College image at no cost to You. It is the Student's responsibility to backup all necessary data. **The College is not responsible for the loss of any data on the Notebook.**

Return of Notebook

12. When the Student leaves the College, there is no refund available of the notebook program fee for the term in which they leave, if they leave after the end of the first Week of that term.

13. You must return the Notebook in good condition and working order with all components and accessories as provided by the College (including the power adaptor/s and case) prior to the Student leaving the College at the end of their education there, or when we otherwise request. Failure to return any components will result in You being charged the full replacement cost of that component.

14. Damaged, dirty or notebooks returned that are not in a re-saleable condition and with ALL components supplied in working and acceptable condition will incur charges to you. These charges can include repair, cleaning and refurbishment or replacement of the components as deemed necessary by the College.

15. Damage that will incur charges to You include cracks, dents, sticker marks/shadows, graffiti, heavy abrasions and any form of physical damage not considered normal wear and tear and therefore not covered by warranty.

16. Warranty repairs will not incur any charges to you.

17. Where the damage is caused by an accident or the notebook or components have been stolen, an insurance claim must be completed at the time of the incident. For valid insurance claims you will be charged an excess however if the claim is rejected (for example if the damage is determined to be deliberate or increased due to not reporting it at the time it happened or the theft is caused by

negligent care), you will be charged the full cost of the repairs or the costs for a replacement notebook.

18. You will be charged the full value of a Notebook and / or any components that you fail to return to the College **when requested** or when leaving the College (this includes power adapters, cables, notebook case, etc.). Notebooks not returned when requested may result in the College lodging a Police report listing the device as stolen.

Internet Access and Technology Usage Agreement

General

1. At John Paul College, staff take all reasonable measures to ensure that students use the computer network correctly. The College is committed to:

   a. Providing learning experiences that maximise the benefit of the network and the Internet to enrich and enhance classroom practices;

   b. Developing in students the relevant competencies to be effective and critical users of information and the relevant skills to use the Internet and other information communications technologies safely and responsibly;

   c. Minimising the potential for inappropriate use of the network through the installation of appropriate filtering and monitoring systems; and

   d. Teaching students the correct use of equipment and online etiquette including respecting the privacy of other students' work, email procedures and the need to keep information private.

2. We provide the student with a limited right to access the Internet while at the College campus in accordance with this agreement while the student is attending the College.

Purpose of Access

Monitored usage of College computers, access to the College network and the Internet is provided to the student for educational and research purposes that are consistent with the College's curriculum objectives. Use of the College's computers, network and Internet access is a privilege.

Responsible Use Policy

1. In using the technology provided by and through the College, the student must:

   a. Respect and protect the privacy of others. This includes:

      i. Using only assigned accounts.

      ii. Not viewing, using or copying passwords, data, or networks to which they are not authorised.

      iii. Not distributing private information in any form (including through emails, photographs, mobile phones and the Internet) about others or themselves.

   b. Respect and protect the integrity, availability, and security of all electronic resources. This includes:

i. Observing all network security practices.

ii. Not providing their password or access to the College network to another student or anyone outside the College.

iii. Not destroying or damaging data, networks, or other resources.

iv. Not installing any software onto the network without authorisation from Techsphere.

v. Not creating "peer to peer" networks or sharing their notebook's resources across the College network without express permission of a teacher or Techsphere.

vi. Not accessing any proxy sites that attempt to mask or hide their identity or network activity from the College's network security.

vii. Not hacking or attempting to gain unauthorised access to files or the network of any organisation or individual.

c. Respect and protect the intellectual property of others. This includes:

i. Not altering, moving or deleting files belonging to others.

ii. Not plagiarising, copying or presenting as their own, the work of others.

iii. Not infringing or violating copyright laws (including copying and transmitting documents, software, music, games and/or video files) without license or permission. Such games or music should be legally acquired. Students may be required to provide software licences or proof of music purchase for any installed items found on their notebook during inspections or servicing.

d. Respect and practise the principles of the College Code of Conduct. This includes:

i. Communicating only in ways that are appropriate and respectful. Harassing, insulting, defaming or attacking others through any digital communication amounts to cyber-bullying and is not acceptable.

ii. Not accessing, downloading, sending or displaying offensive, abusive, racist, pornographic, sexist, obscene language or excessively violent material in any electronic communication.

iii. Not sending emails that contain information which is abusive, impolite, offensive, defamatory, inaccurate or illegal.

iv. Not sending spam, chain letters, or other mass unsolicited mailings.

v. Not accessing sites, applications or files during class time that are not relevant to the lesson.

vi. Accessing only appropriate sites. Inappropriate sites include, but are not limited to:

1. Sites that are illegal;

2. Are pornographic or contain inappropriate or obscene sexual material;

3. Advocate hate/violence;

4. Contain discriminatory material; or

5. Other inappropriate games or software.

vii. Ensure no more than 10% of data disk space is used for personal content; this includes applications, music, video, photos and games. If more than this is detected by the College, then the excess may be wiped immediately. Music is to be stored under the "My Music" folder, videos in the "Videos" folder, and students are required to create an accompanying "My Games" folder for the installation of any games, and a "My Applications" folder for the installation of any other applications.

viii. Ensuring material on computers is age-appropriate as per the Government classification for movies and games.

ix. Not engaging in network gaming on the College network unless under the direction of a teacher.

e. Respect and protect College equipment. This includes:

  i. Ensuring the student follows the care and protection instructions for notebooks and other College technology equipment.

  ii. Not deliberately damaging or defacing computer and other technology equipment.

2. All of these policies and protocols (excluding the 10% personal content limit) apply to USB drives, external hard drives and other technology equipment brought into the College or connected to College provided equipment or network.

Cyber Safety

3. In the case that the Student receives or accidentally accesses inappropriate material, the Student MUST immediately minimise the screen and inform the teacher. This includes any material which is offensive, abusive, racist, pornographic, sexist or excessively violent.

4. If the Student receives or knows or suspects another Student of receiving any harassing or threatening messages, or any other content that makes them feel uncomfortable, the Student must immediately inform a teacher.

5. The Student must NEVER give out their password to another student or any person outside the College. If the Student suspects or knows another student or a person outside the College has their password, they must inform a teacher and change their password immediately.

Breaches and Consequences

6. Dependent upon the nature of the breach, a first offence in relation to breaking any of the above protocols could lead to suspension or expulsion (the Student's access to the Internet and other College provided Network and technology resources may also be restricted).

7. If games, images or videos depicting pornography at a significantly higher level than the appropriate age of the Student or child pornography i.e. depicting children below the age of 16, are detected an escalation to probational enrolment will be implemented at the very least. This will be determined by the Headmaster.

8. Consequences, along with possible restrictions to access to College provided technology, network resources and/or the Internet will include:

  a. Detention

  b. A second offence – three day suspension from school.

  c. A third offence – probational enrolment.

  d. Any further offence – expulsion.

Depending on the severity of the breach, a Student's access to the College provided technology, network and Internet may be:

  a. Restricted including forced reduction in download speed and / or capacity from the Internet.

  b. Limited to specific access times.

Use of Non-JPC Computing devices at JPC

Note: this includes all network enabled devices such as Smart phones, iPhones, iTouchs, iPads, Windows, Android and Unix devices.

JPC provide the technology tools required by the College for students to participate as required in all educational activities within the College; these tools include classroom technologies such as projectors and interactive whiteboards, and student tools such as a notebook computer.

It is an expectation of the College that students will ensure they bring technology tools, including the JPC provided notebook computer, to the College each day to have it available for classroom and other educational activities as required. JPC provided notebooks include all the applications and network access required for College educational purposes. JPC applications and access to the JPC network resources are only available on JPC devices.

To provide Senior Primary and Senior School students with flexibility, JPC allows non-JPC devices to be used on campus with the following requirements to be adhered to at all times:

1. Approval of non-JPC devices for use while on the JPC campus is at the discretion of the College on a case by case basis.

2. Use of non-JPC devices during class is at the discretion of the teacher

3. All network and Internet access must be via the JPC LAN/WAN infrastructure.

4. All non-JPC devices must have virus protection approved by JPC. Devices with inadequate virus protection will not be authorised for use on the JPC campus.

5. All non-JPC devices must first be assessed and approved by Techsphere. Devices with wireless services will be configured to connect to a monitored JPC wireless network.

6. Access to JPC resources for non-JPC devices will be via a restricted JPC wireless network providing filtered Internet access. Network drives and printers will not be accessible to non-JPC devices.

7. All classwork and homework must be able to be opened, edited and saved in a format compatible with JPC provided applications.

8. All policies regarding appropriate use of technology apply to non-JPC devices when used on the campus. Breaches may result in the device being confiscated and further use by this student may be banned.

9. At any time, by request of a JPC teacher or Techsphere, a student may be required to submit their non-JPC device for inspection.

Use of Non-JPC Data Services at JPC

Note: this includes mobile phones enabled with data services, USB and other data card devices, and other non-JPC data service enabled computing devices such as 3G enabled devices.

All network and Internet access must be via the JPC network infrastructure. Students found to be accessing the Internet via a 3/4G or other device, or methods to bypass College filtering and monitoring, will be subject to disciplinary action. The College reserves the right to confiscate any non-compliant devices and/or require the student to leave the device at home.

Consequences for non-Compliance (Device or Data Services)

JPC reserves the right to disconnect any non-compliant user or non-compliant device from accessing JPC provided services as required.

Responsibility of Parents

1. The proper use of information communications technology is the joint responsibility of students, parents and school staff. Parents and guardians should, therefore, share with the School the responsibility for setting and conveying standards for acceptable use when using electronic media and information sources. We recognise the necessity of close co-operation between the home and school in this area in order to provide the best possible educational opportunities for students. It is vitally important that the values espoused by the home and the school are in harmony, and that parents support the school in maintaining acceptable standards of use.

2. It is the responsibility of the parents to ensure that they, and their child, are aware of and abide by the policies, care guidelines and responsible use expectations of the College.

3. Where there is more than one parent/guardian, you each accept full responsibility under this agreement.

Parent / Guardian name (please print)

_____

Signature of Parent / Guardian   **Date**

_____

Parent / Guardian name (please print)

_____

Signature of Parent / Guardian   **Date**

_____