

# Bring Your Own Device Student Agreement – please keep this document for your records

Agreement:

- i. We have read the following 5 pages of the *Bring Your Own Device Student Agreement*.
- ii. We understand our responsibilities regarding the use of the device and the internet.
- iii. In signing the agreement, we understand and agree to the Bring Your Own Device **Student Agreement**:

*We understand that failure to comply with the Bring Your Own Device Student Agreement will invoke the school's standard discipline procedures and/or the actions outlined in clause (5).*

## Purpose

The Oyster Bay Public School Bring Your Own Device (BYOD) program gives freedom for students to bring technology to enhance their own educational needs. Oyster Bay Public School will facilitate this in accordance with the BYOD Strategy. However students and parents must be aware of and consent to the program's boundaries.

## 1 Scope and Definitions

### 1.1 Parties

This agreement is between Oyster Bay Public School, a student currently attending or who will be attending Oyster Bay Public School, and parent or carer.

### 1.2 "Student" and "Students"

Reference in this agreement to Student or Students means a student currently attending or who will be attending Oyster Bay Public School and binds their parent or carer.

### 1.3 "Bring Your Own Device Student Agreement"

This agreement may be referred to as the Bring Your Own Device Student Agreement or BYOD Student Agreement.

### 1.4 "Device"

Reference in this agreement to Device means an electronic device brought by a student to Oyster Bay Public School pursuant to the school's Bring Your Own Device strategy and this BYOD Student Agreement

## 2 Equipment

### 2.1 Custodianship

The device brought to school pursuant to this strategy must be able to be brought on the school days advised and be solely the student's to use throughout the school day.

### 2.2 Choice of equipment

The device must meet all the requirements of the Device Specification.

## 3 Damage or loss of equipment

### 3.1 Students bring their own device for use at Oyster Bay Public School at their own risk.

### 3.2 For the removal of any doubt, Oyster Bay Public School will not be responsible for any loss, theft or damage to:

- (a) the device
- (b) data stored on the device while the device is at school or during a school-related activity, absolutely, in negligence or otherwise. All due care will be made by the school to limit loss, theft or damage.

### 3.3 Parents and students should consider whether their device requires insurance and whether specific accidental loss and breakage insurance is appropriate for the device.

- 3.4** In circumstances where a device is damaged by abuse or malicious act of another student (“the other student”), reimbursement may be required. The Principal will, having regard to all the circumstances of the matter, determine whether the other student is responsible for the damage to the device and whether costs incurred in the repair of the device should be borne by the other student.
- 3.5** The above clause does not bind students to the determination of the Principal.
- 3.6** In accordance with clause (6.4) below, students should not bring peripheral equipment, including power charges and cables to school with their device. Liability for damage or loss of peripheral equipment will in all circumstances be borne by the student.

#### **4 Standards for equipment care**

Students are responsible for:

- (a) Taking due care of the device in accordance with school guidelines.
- (b) Adhering to the Department of Education and Communities’ policy *Online Communication Services: Acceptable Usage for School Students* (PD/2002/0046/V04).
- (c) Backing up all data securely. All electronic data and resources used for school coursework must be stored on another device or electronic medium accessible on demand. Students must not rely on the continued integrity of data on their device.

#### **5 Misuse of equipment and communication systems**

- 5.1 Standard school discipline procedures apply for misuse of the device contrary to this BYOD Student Agreement or other school rules.
- 5.2 Examples of action the school may take in cases of misuse include:
- (a) the device is taken away by a teacher for the remainder of the lesson
  - (b) the device is taken away by an Assistant Principal or Principal for the remainder of the school day and/or until a parent or carer picks up the device
  - (c) permission for the student to bring their device to school pursuant to the Bring Your Own Device policy is revoked
  - (d) conventional discipline procedures where deemed appropriate pursuant to the school’s discipline procedures.

#### **6 Acceptable equipment and communication system use**

- 6.1 Use of the device during the school day is at the discretion of teachers and staff. Students must use their device as directed by their teacher.
- 6.2 The primary purpose of the device at school is educational.
- 6.3 Students must bring their device to school fully charged.
- 6.4 Students should avoid bringing peripheral device equipment to school with the device. Peripheral equipment includes:
- (a) chargers
  - (b) charging cables
  - (c) docking cradles, with the exception of a docking cradle that includes a keyboard integrated into the peripheral
  - (d) external pointing devices, such as computer mouses
  - (e) adapters for the connection of video output or data transfer

##### **6a While at school, all material on the device is subject to review by school staff.**

- 6.5 Students are to connect their device to the designated school (DEC) wireless network only. Students are not to connect their device to other wired, wireless or cellular networks whilst at school.

6.6 Students are not to create, participate in, or circulate content that attempts to undermine, hack into and/or bypass the hardware and software security mechanisms that are in place.

6.7 Upon enrolment into a New South Wales Government school, parental/carer permission was sought to allow the student to access the Internet at school based on the Department of Education and Communities' policy *Online Communication Services: Acceptable Usage for School Students*

(PD/2002/0046/V04). Extracts are provided below. This strategy forms part of this Bring Your Own Device Student Agreement.

6.8 The policy *Online Communication Services: Acceptable Usage for School Students*

(PD/2002/0046/V04) applies to the use of the device and internet on the device:

(a) at school

(b) where in connection with a school-related activity or school-related program, including coursework, outside school.

**Note:** The complete *Online Communication Services: Acceptable Usage for School Students* (PD/2002/0046/V04) policy is available for viewing at: <https://education.nsw.gov.au/policy-library/policies/online-communication-services-acceptable-usage-for-school-students>

**Extracts:** *Online Communication Services: Acceptable Usage for School Students:*

### **Access and Security**

Students will:

- not disable settings for virus protection, spam and filtering that have been applied as a departmental standard.
- ensure that communication through internet and online communication services is related to learning.
- keep passwords confidential, and change them when prompted, or when known by another user.
- use passwords that are not obvious or easily guessed.
- never allow others to use their personal portal account.
- log off at the end of each session to ensure that nobody else can use their portal account.
- promptly tell their supervising teacher if they suspect they have received a computer virus or spam (i.e. unsolicited email) or if they receive a message that is inappropriate or makes them feel uncomfortable.
- seek advice if another user seeks excessive personal information, asks to be telephoned, offers gifts by email or wants to meet a student.
- never knowingly initiate or forward emails or other messages containing:
  - a message that was sent to them in confidence:
  - a computer virus or attachment that is capable of damaging recipients' computers.
  - chain letters and hoax emails.
  - spam, e.g. unsolicited advertising material.
- never send or publish:
  - unacceptable or unlawful material or remarks, including offensive, abusive or discriminatory comments, threatening, bullying or harassing another person or making excessive or unreasonable demands upon another person.
  - Sexually explicit or sexually suggestive material or correspondence, false or defamatory information about a person or organisation.
- ensure that personal use is kept to a minimum and internet and online communication services is generally used for genuine curriculum and educational activities. Use of unauthorised programs and intentionally downloading unauthorised software, graphics or music that is not associated with learning, is not permitted.
- never damage or disable computers, computer systems or networks of the NSW Department of Education and Communities.
- ensure that services are not used for unauthorised commercial activities, political lobbying, online gambling or any unlawful purpose.
- be aware that all use of internet and online communication services can be audited and traced to the e-learning accounts of specific users.

### **7 Privacy and Confidentiality**

7.1 Students will:

- never publish or disclose the email address of a staff member or student without that person's explicit permission.
- not reveal personal information including names, addresses, photographs, credit card details and telephone numbers of themselves or others.

- ensure privacy and confidentiality is maintained by not disclosing or using any information in a way that is contrary to any individual's interests.

## 8 Intellectual Property and Copyright

8.1 Students will:

- never plagiarise information and will observe appropriate copyright clearance, including acknowledging the author or source of any information used.
- ensure that permission is gained before electronically publishing users' works or drawings. Always acknowledge the creator or author of any material published.
- ensure any material published on the internet or intranet has the approval of the principal or their delegate and has appropriate copyright clearance.

## 9 Misuse and Breaches of Acceptable Usage

9.1 Students will be aware that:

- they are held responsible for their actions while using internet and online communication services.
- they are held responsible for any breaches caused by them allowing any other person to use their e-learning account to access internet and online communication services.
- the misuse of internet and online communication services may result in disciplinary action which includes, but is not limited to, the withdrawal of access to services.

## 10 Monitoring, evaluation and reporting requirements

10.1 Students will report:

- any internet site accessed that is considered inappropriate.
- any suspected technical security breach involving users from other schools, TAFEs, or from outside the NSW Department of Education and Communities.

## 11 Smartwatches

11.1 Any 'smartwatch' that can connect to the internet or be used for messaging purposes is unable to be brought to school.

## Bring Your Own Device Program Student Agreement – please sign this page and return to school

The Oyster Bay Public School Bring Your Own Device (BYOD) program aims to improve student learning experiences both in and out of the classroom. Oyster Bay Public School does so with the expectation that students will make good decisions with regard to their personal use of technology.

Students who wish to take advantage of the BYOD program must read this agreement in the company of an adult unless otherwise excused by the Principal. This page is to be signed and returned to the school.

By signing at the bottom of this page students agree to the following behaviours:

- I agree that my use of the Department’s internet will be primarily for learning,
- I agree to only ever use my own portal/internet log-in details and never share those with others.
- I agree to not hack or bypass any hardware and software security implemented by the Department or my school.
- I agree to not use BYOD to knowingly search for, link to, access or send anything that is;
  - offensive
  - pornographic
  - threatening
  - abusive
  - defamatory
  - considered bullying behaviour
- I agree to report inappropriate behaviour and material to my teacher.
- I agree to stay safe by not giving out my personal information to strangers.
- I understand that my activity on the internet is recorded and these records may be used in investigations, court proceedings or for other legal reasons.
- I acknowledge that the school cannot be held responsible for any damage to or theft of my device.
- I agree that use of my device during school activities is at the direction of the teacher.
- I have read the student responsibilities in the attached appendix and agree that I will abide by them.
- I understand that if I breach the agreement that a minimum 2-week technology ban will be issued.

Name of student: ..... Roll class: .....

Signature of student: ..... Date: ..... / ..... / .....

Name of parent/carer: .....

Signature of parent/carer: ..... Date: ..... / ..... / .....