



## Bring Your Own Device' Program User Agreement

The Melonba High School Bring Your Own Device program aims to improve student learning experiences both in and beyond the classroom. Melonba High School provides considerable freedom to students in their choice of technology and in their use of technology in the classroom. The school does so with the expectation that they will make positive decisions regarding their personal use of technology.

This Bring Your Own Device User Agreement must be agreed to, signed, and returned before students are permitted to bring their device to school and connect it to school facilities.

Students and parents/carers must carefully read the Agreement and Conditions prior to signing it. Any questions should be addressed to the school and clarification obtained before the Agreement is signed.

Once signed, this Agreement will remain current until a student is found to have breached their responsibilities within it upon which appropriate actions will be taken to address said breach.

### Bring Your Own Device User Agreement

Agreement:

1. We have read the all pages of the Bring Your Own Device User Agreement.
2. We understand our responsibilities regarding the use of the device and the internet.
3. In signing below, we understand and agree to the Bring Your Own Device User Agreement.
4. We understand that failure to comply with the Bring Your Own Device User Agreement will invoke the school's standard discipline procedures and/or the actions outlined in clause (5).

Name of student:	<input type="text"/>	Student ID (if known):	<input type="text"/>						
Year group (circle)	<table border="1"><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr></table>	7	8	9	10	11	12	Calendar year:	<input type="text"/>
7	8	9	10	11	12				
Signature of student:	<input type="text"/>	Date:	<input type="text"/>						
Name of parent/carer:	<input type="text"/>								
Signature of parent/carer:	<input type="text"/>	Date:	<input type="text"/>						

***Please sign and return this page only to the School Office in person or via email to [melonba-h.school@det.nsw.edu.au](mailto:melonba-h.school@det.nsw.edu.au) (Subject line BYOD Agreement)***



# Bring Your Own Device (BYOD) User Agreement and Conditions

## 1 Purpose

The Melonba High School Bring Your Own Device (BYOD) Program enables students to make use of purchased devices to expand and enhance their learning in and beyond the classroom. Melonba High School will facilitate this in accordance with the BYOD Policy. However, students and parents must be aware of and consent to the program's boundaries described in this BYOD User Agreement.

## 2 Scope and Definitions

### 2.1 Parties

This agreement is between Melonba High School, a student currently attending or who will be attending Melonba High School and their parent or carer.

### 2.2 “Student” and “Students”

Reference in this agreement to Student or Students means a student currently attending or who will be attending Melonba High School and binds his/her parent or carer.

### 2.3 “Bring Your Own Device User Agreement”

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

### 2.4 “Device”

Reference in this agreement to Device means an electronic device brought by a student to Melonba High School pursuant to the school's BYOD program and this BYOD User Agreement.

## 3. Equipment

### 3.1 Custodianship

The device brought to school pursuant to this policy must be able to be brought to school by the student on every school day and be solely the student's to use throughout the school day.

### 3.2 Choice of equipment

The device must meet all the requirements of the Device Specification. This includes meeting any required physical device characteristics and the having the listed software installed. The Device Specification is a separate document available from Melonba High School.

### 3.3 Use of alternate equipment

Equipment which is not in accordance with clause [\(3.2\)](#) is not permitted for use in the Bring Your Own Device program in the absence of a separate agreement between the parties for the use of such equipment.

### **3.4 Damage or loss of equipment**

#### **3.4.1 Students bring their own device for use at Melonba High School at their own risk.**

3.4.2 For the removal of any doubt, Melonba High School will not be responsible for any loss, theft or damage to:

- a) the device
- b) data stored on the device (backup of vital data is the student's responsibility) while the device is at school or during a school-related activity, in negligence or otherwise.

3.4.3 Parents and students should consider whether their device requires insurance and whether specific accidental loss and breakage insurance is appropriate for the device. Investigation into personal or home contents external coverage is advised.

3.4.4 In circumstances where a device is damaged by abuse or a malicious act by another student ("the other student"), reimbursement may be required. The Principal or Principal's representative 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.

3.4.5 The above clause [\(3.3.4\)](#) does not bind students to the determination of the Principal.

3.4.6 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's 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 User 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 a Head Teacher or Deputy 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, including detention or suspension 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 only use their device as directed by their teacher.
- 6.2 The primary purpose of the device at school is educational.
- 6.3 Students will be given access to:
  - a. the school's online learning management system (Canvas)
  - b. appropriately filtered internet and network access whilst connected to the school's wireless network
  - c. minimal school network access and printing
  - d. DoE supplied webmail access.
- 6.4 Students must bring their device to school fully charged. Students should not assume access to charging in the classroom as this is a safety hazard.
- 6.5 While at school, all material on the device is subject to review by school staff.
- 6.6 Students are to connect their device to the designated wireless network only. Students are not to connect their device to other wired, wireless or cellular networks whilst at school.
- 6.7 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.
- 6.8 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's policy Online Communication Services: Acceptable Usage for School Students (PD/2002/0046/V04). Extracts are provided below. This policy forms part of this Bring Your Own Device User Agreement.
- 6.9 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) to access school-hosted systems
  - c) in connection with a school-related activity or school-related program, including coursework.

## **7 Technical assistance and Advice**

- 7.1 The school cannot undertake to provide ongoing technical assistance for hardware or software problems that may occur with laptops/tablet devices beyond aforementioned connection to the wireless network. Such assistance remains the personal responsibility of the student as a private matter. If the laptop/tablet device malfunctions during a lesson, the student is required to continue with his/her learning promptly in a conventional manner.
- 7.2 The student is responsible to ensure that any software or application required is already installed on their laptop/tablet device. The school is unable to supply or install software due to resource constraints and licensing agreements. Where specific software is required for classroom learning and or tasks, the teacher will provide access to the software via desktop computers in one of the computer labs at school.
- 7.3 Students are encouraged to perform regular backups of their files. The importance of current work will often determine back up frequency

**Note:** The complete *Online Communication Services: Acceptable Usage for School Students* (PD/2002/0046/V04) policy is available for viewing at:  
[https://www.det.nsw.edu.au/policies/general\\_man/general/accep\\_use/PD20020046.shtml](https://www.det.nsw.edu.au/policies/general_man/general/accep_use/PD20020046.shtml)

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

## **4.1 Access and Security**

### **4.1.1 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 e-learning account*
- *log off at the end of each session to ensure that nobody else can use their e-learning 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 damage a 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*
- *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.*

## **4.2 Privacy and Confidentiality**

### **4.2.1 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.*

## **4.3 Intellectual Property and Copyright**

### **4.3.1 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.*

## **4.4 Misuse and Breaches of Acceptable Usage**

### **4.4.1 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.*

## **5. Monitoring, evaluation and reporting requirements**

### **5.1 Students will report:**

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