

HONEST &
HARDWORKING

2023

One to One
Device Program

**TERMS &
CONDITIONS**



KINGARROY

STATE HIGH - SC - OOL

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Terms and conditions – One to one device program

1. Principles

1.1 In accordance with the *Education (General Provisions) Act 2006*, the cost of providing instruction, administration and facilities for education of students enrolled at State schools who are Australian citizens or permanent residents, or children of Australian citizens or permanent residents, is met by the State.

1.2 The School operates a Student Resource Scheme – one to one device program that enables a Parent/Guardian to enter into an agreement with the School to provide the student with a use of a school device and in the case of BYO safe and secure connection for a personally owned device for a specified annual participation fee.

2. Benefits of the scheme

2.1 The purpose of the hire scheme is to provide the Parent/Guardian with a cost-effective alternative to purchasing a device, through providing access to departmental-owned devices purchased at reduced prices through the school's bulk purchasing practices. Such provision is an education service that is not met by the State under s.50 (2) of the *Education General Provisions Act 2006*

2.2 The scheme also ensures that students have a device for their education that can be safely connected to the Departmental network and saves the Parent/Guardian time and money in sourcing the prescribed materials elsewhere.

2.3 The Student Resource Scheme - one to one device program is not used to raise funds for other purposes, and revenue collected through the scheme is applied only to the operation of the scheme.

3. Parties involved

3.1 This Agreement is between the State of Queensland acting through the Department of Education [in particular via Kingaroy StateHigh School].

School (hereafter called “the School”) and Parent/Guardian in relation to provision of computer equipment or safe connectivity for BYO devices to your child (Student).

3.2 The Student has been accepted into the School one to one device program for the remainder of the agreement (3years, grade 7 to grade 9 and then grade 10 to grade 12).

3.3 In exchange for the Parent/Guardian complying with this Agreement, the One to One Device Program provides the Student with a device computer for educational use at school and home or safe connectivity for BYO devices.

3.4 Under the hire scheme the equipment is provided to the Student and remains the property of the School until the end of the arrangement when the Private Treaty arrangement is concluded.

3.5 This Agreement outlines the roles and responsibilities in relation to the Student Resource Scheme – Student one to one device program and the terms and conditions which binds the parties during the term of the provision of the equipment.

4. Equipment provided – Hire Scheme

4.1 The equipment, subject of this Agreement, consists of a device computer, carry case and power pack. These items are referred to through this Agreement collectively as the “Device”.

4.2 Each device will be:

- commercial grade
- protected by Education Queensland anti-virus tools and automated updates
- covered by warranty and 3 yrs.’ accidental insurance including the battery
- able to be connected to the Education Queensland Network and have filtered internet and email

- able to be used at home and at school for student learning
- installed with central data storage, common file access, backup and network software resources
- repaired through the school, where possible, including software and hardware repairs
- exchanged for a temporary device during any repair and maintenance (unless unavailable)

4.3 At the end of the provision period, the device will be removed from the school network. At this time the devices will have all licensed software and data removed and be restored to original factory state.

5. Ownership of device – Hire Scheme only

5.1 This Agreement does not give the student ownership of the School provided Device. The school retains ownership of the Device during the term of the provision.

5.2 This Agreement and the School's delivery of the Device to the Student does not constitute a transfer of ownership, or the obligation to transfer ownership, of the Device to the Student or Parent/Guardian.

6. Fee for provision of device to school network resources

6.1 If the parent / guardian and student opt to participate, a One to one device program fee will be due and payable by the parent / guardian.

6.2 In the event of loss or damage to, or caused by, the School Device, see Clause 16 Loss or Damage.

7. Device selection

The device will be selected in November of the previous year. The best suited device will be chosen at this time based on stock, price and device features.



for drop protection.

Features include:

- Intel processor
- 8 GB memory
- 11.6 screen
- 256 GB SSD Storage
- Integrated webcam
- 6-hour battery
- 3-year warranty
- Accidental damage protection
- Crush-proof protective case

The current model, One Education Infinity device is built to withstand the demands of the modern learning environment. It is designed with rounded corners and rubberized edges

8. Device specification

8.1 Minimum specifications for the device to be used at our school are:

- 5GHZ Wireless
- Modern Mobile CPU (Core i3 or similar)
- 8GB or more of RAM
- 6hrs or more Battery Life
- Accidental Damage Protection
- Protective Case
- Windows 10 only

9. Rights and obligations – Hire Scheme

9.1 The Student has the right to use the Device only in accordance with this Agreement.

9.2 The Parent/Guardian must comply with the Agreement and ensure that the Student complies with the [ICT Acceptable Use Policy](#) in relation to use of the device at the School and outside the School for school provided devices (e.g. at home).

9.3 The Parent/Guardian and student must also comply with their respective obligations under the [Student Code of Conduct](#)

10. Period of participation

10.1 The School agrees to provide the Device safe access to the school network and resources to the Student/Carer from the date all parties sign this Agreement and the Student receives the Device.

10.2 Subject to clause 7.3, the provision continues until the end of the agreement.

10.3 The provision may be ended earlier, at the School's absolute discretion, if:

- the Student is no longer enrolled with the School;
- the Student is excluded from the School;
- if, in the opinion of the School, the Student is not meeting the School's behaviour and educational requirements, including absenteeism, fall below the accepted school standard without appropriate justification;
- 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 attached *Device Rules for Students* or the School's Student Network / Internet Access Agreement and the School's Internet Usage Policy.

11. Status of device

11.1 The Device being provided to the Student may not be new, and is likely to have been used before. This is because the devices have an expected life of approximately 4 years. This may mean that at some point throughout the student's time at Kingaroy SHS a new device will be given as old devices are replaced.

11.2 Students will be responsible for the device at all times during school hours.

11.3 The School may demand the return of the school device for any reason, for example, to upgrade software, to inspect hardware or software's operational performance, if there is suspected misuse of the device and to verify that it is being used in accordance with this Agreement and the Device Rules for Students. If applicable a replacement device will be provided to the student.

12. Connection to the internet

12.1 At school, the carriage service and connectivity to the internet is governed by the [ICT Acceptable Use Policy](#). The School reminds the Parent/Guardian of their obligations under this agreement.

12.2 The department provides a web filtering system to protect schools from malicious web activity and inappropriate websites. Students' Internet browsing on departmental owned devices installed with the MOE CFS build is filtered at school and at home.

12.3 No web filtering system can be 100% effective and students and/or parents should notify the school as soon as possible if an unsuitable website is

accessible when using the device so that the school can take appropriate action.

12.4 If Internet access at home occurs through private internet providers and is unfiltered, it is the Parent/Guardian's responsibility to monitor student Internet usage. The School accepts no responsibility for consequences of internet access outside the school and will seek to enforce any breach of policy found on a departmental-owned device regardless of whether the breach was done at home or not (e.g. cache files for internet browsers containing pornography).

13. Improper use

13.1 The Parent/Guardian must ensure that the School Device is not tampered with in order to connect to internet services outside the school and that the school device or BYO device is not used:

- for any illegal, pornographic, fraudulent or defamatory purposes;
- to send or cause to be sent any computer worms, viruses or other similar programs;
- 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, 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.

14. Software

14.1 The software loaded by the school 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.

14.2 Students have the right to install additional software onto their school device. However, only licensed software can be installed. The student must hold a valid licence for any software installed and the licence must be appropriate for installation on a school owned device. Devices may be periodically audited by the school and the student asked to present a valid licence for any software which has been installed.

14.3 Should either a school or BYO device require repair (in the case of a BYO device parental permission will be sought first before any repair is undertaken), the hard drive may need to be reformatted and the device returned to its originally issued state.

14.4 The school is not responsible for restoring any programs, music, pictures or other data which may have been installed by the student. Students are responsible for backing up any work or installed software on the devices.

14.5 In addition, at the conclusion of this agreement, all school installed software and data will be removed and the device restored to its original manufacturer's state. Students should ensure they have all data saved prior to returning the device to the school.

15. Virus protection

15.1 Computer viruses, malware and malicious code have the potential to severely damage and disrupt operations within the School and the Department's networks. They can also be costly to restore the network, infected hardware or software to its previous state and operability.

15.2 These can enter device computers through:

- Removable media such as USB memory sticks
- Emails / Phishing attempts (emails linking to malicious websites)

- The internet (including web browsing, FTP programs and chat rooms)
- File download
- Network file shares, such as servers and shared folders

15.3 Departmental devices have commercial anti-virus software installed. Students with BYO devices must also have an antivirus program installed before they can connect to the school network. All Windows 10 include a standard antivirus program that is suitable for use within the school network. The parent/guardian must ensure this software is not disabled. However, anti-virus software cannot be 100% effective if appropriate practice is not followed when using the device.

15.4 Students have the right to use their school provided devices at home for limited personal use. If accessing the Internet from home via cable, ADSL or wireless, they should take all steps to protect the school-owned device and the department's computer network from virus attacks, including never disabling the installed anti-virus software.

15.5 Within the constraints of the departmentally supplied software, the Parent/Guardian must take reasonable steps to prevent malware or malicious code from infecting the device.

16. Repair and maintenance

16.1 A manufacturer's warranty may apply to the Device for some of the period of the provision.

16.2 Students must not "personalise" their school devices in any way by using felt pens, stickers or other marks. Devices will be identified as belonging to a particular student in a manner determined by the school. Such identification is not to be tampered with.

16.3 The Parent/Guardian or Student must immediately return the school Device to the School if they suspect the hardware (e.g. device computer or power pack) or software is or may be faulty.

16.4 The Student and Parent/Guardian must not arrange or allow any repair or maintenance work to be carried out on the school Device without prior written consent of the School.

16.5 Should the Device require repairs or maintenance, a replacement computer may be made available while the computer is being repaired, if available.

16.6 Should any repairs be required for a BYO device a report detailing the issue/s and proposed resolution will be sent home for parental permission.

17. Loss or damage

17.1 The Devices provided for temporary student use by the scheme shall be kept in good condition by the student. The school Administration Office shall be notified immediately of the loss or negligent damage to, or caused by, any issued item.

17.2 Where an issued item is lost or negligently damaged, parents/guardians may be responsible for payment to the scheme of the full (or partial) replacement cost of the item as per the schedule below.

Lost or theft

Should a school device be unrecoverable, the cost of replacement is as follows:

- First case: \$50 (insurance excess)
- Subsequent cases: full replacement cost.

Damage

Where a school device is accidentally damaged, schools will invoice a student's parents an excess charge of \$50 for each incident logged with the manufacture.

Where a school determines that damage has been intentionally or negligently caused to a school device, the full cost of repair or replacement may be charged.

17.3 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 in a safe place when it is taken off the School's site.

17.4 The Parent/Guardian must immediately notify the School if the School Device is damaged, lost or stolen.

17.5 If the School Device is stolen, the Parent/Guardian must report this to the Police as soon as possible. The Parent/Guardian must obtain from Queensland Police a Crime Number and the name of the investigating officer and provide this to the school.

17.6 Advice on how to protect the Device is outlined in sections above in this document.

18. Monitoring and reporting

Students should be aware that all use of internet and online communication services can be audited and traced to the account of the user.

All material on the device is subject to audit by authorised school staff. If at any stage there is a police request, the school may be required to provide the authorities with access to the device and personal holdings associated with its use.

19. Consequences

19.7 All School Devices provided for temporary use by the program remain the property of the Department and shall be returned at the end of the education program or school year or when the student leaves the school, whichever is the earlier.

19.8 Where an item is not returned, the Parent/Guardian will be responsible for payment to the scheme of the replacement cost of the item. Failure to make payment may result in debt recovery action being undertaken including, where warranted, referral to an external debt collection agency. This may result in extra costs being incurred by the Parent/Guardian.

18.9 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.

20. Acceptance of agreement

20.1 By completing and signing the Student Resource Scheme Participation Agreement form the Parent / Guardian is acknowledging they understand and accept the Terms and Conditions of this agreement_

<https://education.qld.gov.au/parents-and-carers/school-information/school-operations/state-school-fees>

21. Device Rules for Students

21.1 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 Computer for a part-time job).

21.2 If you do not comply with these *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 your School's Responsible Behaviour Plan for Students as outlined in [Student Code of Conduct](#).

21.3 The [ICT Acceptable Use Policy](#) and [Student Code of Conduct](#) 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.

21.4 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 name and password.

21.5 You can only have and use the Device at the School and at home. Upon request, the School may give written approval for the Device to be used in other places.

21.6 You accept responsibility for the security and care of the Device.

21.7 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 onto USB or other device.

21.8 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.

21.9 All software installed on the device must have a legitimate licence. If you have been authorised as a Local Administrator on the device, you may install software provided you have a legitimate licence. The school has the right to inspect the licence for any software installed on the device at any time. If the school has not authorised you as Local Administrator, then all software must be installed by the School's Technical Administrator.

21.10 You may upload/download onto the device music, images, video and other data files provided you have a licence or ownership for such files. Any personal data files stored on the device are not to be uploaded to school server(s).

21.11 You must not open, or allow anyone else to open, the hardware case of the Device to install additional hardware (including video card, sound card, network card, modem or disk drive), or, to alter the hardware specifications of the Device, without the School's written consent.

21.12 You must take all reasonable steps to prevent a virus from infecting the Device, including never disabling the installed anti-virus software, monitoring any data that is downloaded or uploaded onto the Device from the Internet or any device and virus checking any USB drives in the Device.

21.13 You are responsible for the security of the device. When not in use, it is to be stored in its carry case and kept with you; or, if available, in secure storage for activities as directed by a teacher or during morning tea and lunch breaks.

21.14 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.

21.15 You must not intentionally use the Device or internet services to which it may be connected:

- for any illegal, pornographic, fraudulent or defamatory purposes;
- to send or cause to be sent any computer worms, viruses or other similar programs;
- 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.

21.16 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.

21.17 The Device is to be returned in good condition to the School at the end of the agreement so that it can be reset and have all the School's software removed. The device will be disposed as per Education Queensland policy.

21.18 If you cease to be enrolled for any reason before completing the agreement period, you must return the Device before leaving the School. If the Participation Agreement is ended, you must return the Device.

21.19 The School can request the Device be returned for any reason at any other time.

For more information about the Program, please email byod@kingaroyshs.eq.edu.au