



**St. John Catholic Academy  
Technology Agreement**

Acceptable Use Policy  
Insurance Rider

August 21, 2020

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# Acceptable Use Policy

SERIAL\_NUMBER, IF APPLICABLE:

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LAST\_NAME:

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FIRST\_NAME:

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AGREEMENT\_DATE:

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St. John Catholic Academy ("School") is committed to student use of technology as a tool to expand learning opportunities and conduct scholarly research. The use of technology facilitates global collaboration-- a vital skill for our 21st century learners. Students at the School utilize an Apple iPad on a wireless network. Apple iPads and the wireless network on the School's campus are strictly for educational use consistent with the School's educational goals. Along with the opportunity this provides, comes responsibility. This Acceptable Use Policy (AUP) is designed to give the student and the student's family, as well as others on the School's campus, clear and concise guidelines regarding the appropriate use of the Apple iPads. The underlying premise of this policy is that all members of the School's community must uphold the values of honesty and integrity. We expect our students to exercise good judgment and to utilize technology with integrity.

## E-Mail

- The use of e-mail during class is prohibited unless authorized by faculty or administration.
- Students should always use appropriate language in their e-mail messages.
- The approved e-mail program to be used for student e-mail is Google Mail. Each student will be assigned an e-mail address for school use only.
- The school e-mail address is the only e-mail address authorized for all academic and school-related student communications with faculty, staff, and administration personnel.
- No inappropriate e-mail will be tolerated, including derogatory, obscene, or harassing messages. E-mail messages of an abusive or harassing nature will be regarded as a major

violation and will be subject to a disciplinary response.

- Chain letters of any kind and spam are prohibited. Chain letters are defined as any e-mail message asking you to pass information or messages on to other individuals or groups via e-mail.
- Students are prohibited from accessing anyone else's e-mail account without first receiving explicit permission from the account holder.
- E-mail etiquette should be observed. In general, only messages that one would communicate to the recipient in person should be written.

## Chatting and Blogging

- Instant messaging is prohibited on campus except through Google Apps for Education as part of an assigned, in-class activity that is supervised by faculty or administration.
- Blogging is to be utilized on campus, only for academic purposes through Google Apps for Education.
- Participation in chat rooms during school hours is prohibited during the school day unless as a part of an assigned, in class activity.

## Audio and Video

- Audio should be turned off unless required for the activity being conducted.
- Listening to music either aloud or with earphones is not permitted on campus unless required for the activity being conducted. Faculty and staff may relax this policy at their discretion.
- When sound is needed, headphones provided by the student must be used.
- The use of Apple iPads to watch movies/videos, unless assigned by a teacher, is not permitted during the school day.
- Any audio or video recording may be done only with the prior permission of all parties being recorded.
- Sharing of music (including iTunes music sharing) over the school network is strictly prohibited and is subject to disciplinary action.

## Games

The viewing and/or playing of electronic games is not permitted during school hours unless authorized by a teacher as a part of an assigned, in class activity.

- The school reserves the right to remove any game from a school iPad that is considered inappropriate or impedes the educational purpose of the Apple iPad program.
- Games that include violence, adult content, inappropriate language, and weapons are not to be installed or played on the Apple iPads.
- Screensavers that include gaming components are not allowed.

## Apple iPads

- Student Apple iPads must not be left unattended at any time. If an Apple iPad is found to be unattended, it will be turned in to the Technology Department.
- Apple iPads must be in a student's possession or secured in a locked classroom or locker at all times.
- Do not lend your Apple iPad to other students.
- Do not borrow an Apple iPad from another student.
- Apple iPads must be carried and transported appropriately on campus. They should be carried in their school-issued cases at all times. Failure to do so could damage the device and result in malfunction or permanent loss of data.
  - **Note:** Students are entirely responsible for backing up their own data onto iTunes. Lost or damaged data is not the school's responsibility. All school-issued Apple iPads must be in the school-issued Apple iPad case.
- Do not consume food or beverages near the Apple iPads.
- Apple iPads should be handled with care. Inappropriate treatment of school Apple iPads is not acceptable.
- No writing or stickers will be allowed on the Apple iPad or the Apple iPad cases, and these are not to be defaced in any way.
- Do not remove, move or write on the identification sticker on your Apple iPad.
- Students are not allowed to create any administrative passwords on their Apple iPads.
- Students are expected to come to school with a fully charged battery on a daily basis.
- Not having a fully charged iPad at the beginning of the school day is not an acceptable excuse for not being able to complete in-class activities, assessments, and other academic requirements.
- Replacing lost iPad charging blocks/cords are the responsibility of the student. If a replacement is sought through the school, they will be ordered from diocesan IT sources at a cost of \$50 which is payable at the front office.

## Network Access

- Students must not make any attempt to access servers or network information that is not available to the public.
- The utilization of proxy avoidance IP numbers and programs is strictly prohibited.
- Students may not use the school network for personal or private business reasons including but not limited to online ordering and purchases.
- Students are not to knowingly degrade or disrupt online services or equipment as such activity is considered a crime under state and federal law (Florida iPad Crimes Act, Chapter 815, Florida Statutes, see below). This includes tampering with iPad hardware or software, vandalizing data,

invoking iPad viruses, attempting to gain access to restricted or unauthorized network services, or violating copyright laws.

- The School is not responsible for damaged or lost data transferred through our network or stored on the Apple iPads or on our file servers.

## File Sharing

- File sharing is the public or private sharing of iPad data or space. Any program that creates a point-to-point connection between two or more computing devices for the purpose of sharing data is considered file sharing.
- File sharing of any kind is prohibited both on campus and off campus. The only exception to this is when it is a specific assignment given by a faculty member.
- No file sharing software of any kind is to be installed on the Apple iPads. Examples of this type of software are Limewire, Bearshare, Kazaa, iMesh, etc. Although these types of programs are software downloads, they automatically create file sharing connections.
- There is a \$25 re-imaging charge to remove any unapproved software or files.

## Deleting Files

- Do not delete any folders or files that you did not create or that you do not recognize. Deletion of certain files will result in iPad failure and will interfere with your ability to complete class work and could affect your grades.
- There is a \$25 re-imaging charge to correct system files.

## Downloading and Loading of Software

- Students are not permitted to install custom/individual applications that require administrator privileges.
- All installed software must be a legally licensed copy.
- The downloading of music files, video files, games, etc. through the school's network is absolutely prohibited unless it is part of an assigned, in-class activity.
- The downloading of violent games is strictly prohibited.
- The school reserves the right to remove any software that has been loaded onto the iPad that impedes the educational purpose of the Apple iPad program.
- Copyrighted movies may not be "ripped" from DVDs and placed on the Apple iPads nor may copyrighted movies be downloaded to the Apple iPads from the Internet.
- Only commercial videos (such as television programs) legally purchased from the iTunes music store or another like entity may be downloaded to the Apple iPads.
- Shareware and freeware programs such as animated cursors (i.e. Comet Cursor), screen

savers, and other programs similar to these, automatically open connections outside the School's network. Such connections are Spyware, and they not only monitor the activities on that iPad, but they also slow down the operation of the iPad and the network connection.

- There is a \$25 re-imaging charge to remove any unapproved software or files.
- **Side-loading** and/or **jailbreaking** performed by altering, supplementing, or replacing the default school-approved iPad configuration profile **is a violation of state and federal law** (and in the past has been considered a first-degree misdemeanor or a third-degree felony).
- Students are individually responsible for ensuring that their iPads are not in violation of the default school/diocesan-approved configuration profile.
- Evidence of side-loading/jailbreaking will result in disciplinary action and will incur, at a minimum, a \$99 reset fee payable to the front office.

### Screensavers/Background Images

- Inappropriate or copyrighted media may not be used as a screensaver/background image.
- Pictures or videos which include the presence of weapons, pornographic materials, inappropriate language, alcohol, drug, gang-related symbols or pictures will result in disciplinary actions.
- There is a \$25 re-imaging charge to remove any of the above.

### Internet Use

- Inappropriate materials are available on the Internet and are strictly prohibited. These materials include items of a sexual or pornographic nature, extremist or militant materials, gambling, depictions of violence, images that are intended to be abusive or harassing, etc. Students must not access, display, or store this type of material.
- Information obtained through the Internet must be properly cited and in compliance with copyright laws. Due to the quickly changing nature of the Internet, a hard copy of referenced material is recommended.
- Students are required to give proper credit to all Internet sources used in academic assignments, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.
- Plagiarism includes the use of any information obtained from the Internet that is not properly cited. Plagiarism of Internet resources will be treated in the same manner as any other incidences of plagiarism.
- If a student accidentally accesses a website that contains obscene, pornographic or otherwise offensive material, he/she is to notify a teacher or the Technology Director as quickly as possible so that such sites can be blocked from further access. This is not merely a request; it is a responsibility.

### Privacy, Use, and Safety

- Students may not give any personal information regarding themselves or others through e-mail or the Internet including name, phone number, address, passwords, etc. unless they are completely sure of the identity of the person with whom they are communicating. Frequently, the identity of someone on the Internet is impossible to confirm. Therefore, contact with such individuals is considered inappropriate and unsafe.
- Students are not to provide the e-mail address or other personal information regarding other students, faculty, or administration to anyone outside of the school without their permission.
- Students must secure and maintain private passwords for network and Apple iPad access. This is important in order to protect the privacy of each student. Do NOT share personal passwords or usernames.
- The School respects the privacy of every student, faculty member, and administrator with respect to stored files and e-mail accounts. However, if inappropriate use of e-mail accounts or the School's network, including honor code violations or harassment, is suspected, the school's administration has the right to view these files in order to investigate suspected inappropriate behavior.
- The school will monitor iPad activities, including logging website access, newsgroup access, bandwidth, and network use.
- Students are prohibited from accessing faculty, administration, and staff's file servers for any reason without explicit permission from the user or administrator of that iPad.
- Students are prohibited from using any method to obtain control of another person's iPad through the use of their own iPad.
- Students are prohibited from utilizing peer-to-peer networking or any method of file sharing unless authorized by the technology staff.
- **No identifiable photographs of students, faculty, or administration will be allowed to be published on the Internet or used in print without appropriate and prior written consent. Concerning a student, appropriate written consent means a signature by a parent or legal guardian of the student.**
- Cyber-bullying is the use of electronic information and communication devices to willfully harm a person or persons through any electronic medium, such as text, audio, photos, or videos. Examples of this behavior include, but are not limited to:
  - Sending/posting false, cruel, hurtful or vicious messages/comments;
  - Creating or contributing to websites that have stories, cartoons, pictures, and jokes ridiculing others;

- Breaking into an e-mail accounts and sending vicious or embarrassing materials to others;
- Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others;
- Posting of a student picture without their permission.
- Any electronic communication that creates a hostile, disruptive environment on the school campus is a violation of the student's and of the staff member's right to be safe and secure. Actions deliberately threatening, harassing or intimidating an individual or group of individuals; placing an individual in reasonable fear of harm; damaging an individual's property; or disrupting the orderly operation of the school will not be tolerated.
- Inappropriate use of air drop is strictly prohibited and will result in disciplinary action and a re-imaging fee of \$25.00.
- Apple iPads that are provided by the school continue to be the property of the school. Therefore, the school has the right to view all content at any time.
- No other electronic device may be used in school or on the school network, even if privately owned. The School has the right to retain the device in the school's possession if there is an infraction to the AUP that deserves a consequence, as determined by the School's administration.

### Copyright

- Unauthorized duplication, installation, alteration, or destruction of data programs, hardware, or software is prohibited.
- Data, programs, hardware, software, and other materials including those protected by copyright may not be transmitted or duplicated.

### Consequences

- The school reserves the right to enforce appropriate consequences for the violation of any section of the AUP. Such consequences could include the loss of the privilege to use the iPad, the loss of the use of the iPad for an amount of time as determined by the administration and members of the Technology Department, or possible disciplinary action or legal action.
- These consequences apply to students participating in the Apple iPad program at the School.
- Any iPad with illegal or inappropriate software or materials on it will be reformatted or "re-imaged," and the student will be charged a \$25.00 AUP violation fee PER incident for this service.
- In the case of repeated Apple iPad abuses and/or damages, the school has the right to revoke the use of the school's Apple iPad on-campus. Repeated AUP offenses or Apple iPad abuses

may lead to the loss of a student's privilege of using an Apple iPad on campus. On the third violation, students will be referred to the Administration for disciplinary actions.

- Students are to report any known violations of this AUP to appropriate administrative staff members. Random checks of student Apple iPads will be conducted throughout the year to ensure that these policies are being followed.
- The School takes no responsibility for activities conducted on the Apple iPads or materials stored on the Apple iPads, or the school's network.

### Florida iPad Crimes Act

#### Fla. Stat. 815.04 Offenses against Intellectual Property

Whoever willfully, knowingly, and without authorization,

1. modifies data, programs, or supporting documentation residing or existing internal or external to a iPad, iPad system, or iPad network;
2. destroys data, programs, or supporting documentation residing or existing internal or external to a iPad, iPad system, or iPad network; or
3. discloses or takes data, programs, or supporting documentation which is a trade secret as defined in S.812.081 or is confidential as provided by law residing or existing internal or external to a iPad, iPad system, or iPad network;

Commits an offense against intellectual property and is guilty of a felony in the third degree punishable by up to 5 years imprisonment and a fine of up to \$5,000.

#### Fla. Stat. 815.06 Offenses against iPad Users

1. Whoever willfully, knowingly, and without authorization, accesses or causes any iPad, iPad system, or iPad network to be accessed; or
2. denies or causes the denial of iPad system services to an authorized user of such iPad system services;

Commits an offense against iPad users and is guilty of a felony in the third degree punishable by up to 5 years imprisonment and a fine of up to \$5,000.

If the offense is committed for the purposes of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony of the second degree punishable by up to 15 years imprisonment and a fine of up to \$10,000.

## iPad Use Agreement

This Student Apple iPad Use Agreement (“Agreement”) is made effective as of March 23, 2020, between St. John Catholic Academy (“School”) and the above named student and the student’s parent or guardian (collectively referred to in this document as “Student”).

**Equipment Subject to Agreement:** The Equipment subject to this Agreement (“Equipment”) includes the Apple iPad, its accessories (listed below) and the related software as listed in the App List letter.

- One (1) Apple iPad
- One (1) AC/USB Adapter (with power cord)
- One (1) Carrying Case

**Ownership:** The School shall be deemed to have retained title to the equipment and licenses at all times, unless the School transfers the title. The Student shall hold no security or ownership interest in the Equipment. Likewise, the Student shall hold no security or ownership interest neither in the licenses to the installed software included with the equipment nor in the licenses to any other software that the School may from time to time install on the Equipment used by the student.

**Term Equipment Use:** The Student shall return all Equipment itemized above in good operating condition to the Technology Department of the School if the Student is not enrolled in the current school year (unless the School transfers the Equipment’s title). The School may require the Student to return the Equipment at any time and for any reason. Upon graduation and completion of payment terms, the device will be released to the student.

**Equipment Storage and Use at School:** The Equipment must be on the School’s premises during each of the Student’s normal school days. During the School’s normal business hours or after school, when the Student is not in the immediate presence of the Equipment, the Equipment must be secured in a locked locker or other secure, approved location.

**Use of Equipment:** The primary use of the Equipment by the Student is for the Student’s educational programs. The Student may use the Equipment for other purposes only to the extent that such uses do not interfere with these primary uses. The Student shall abide by the School’s Acceptable Use Policies (“AUP”). Violation of the school’s AUP which requires administrative correction/repair by the School’s Technology Department will incur a \$25 fee.

**Compliance with Software Licenses:** The Student shall not make copies of software licensed to the school. The Student is responsible for compliance with the license terms of any licensed software, and the Student agrees to hold the School harmless for any violations of such license terms.

**Back-up Requirements:** The Student may store documents or other files on the Equipment, and the Student is responsible for making backup copies of such documents or other files. In the event of loss of such documents or other files, the School’s responsibility is limited to reloading the School’s standard software suite on the Equipment.

**Care of Equipment:** The Equipment may only be used in a careful and proper manner. The Student shall keep the Equipment in good operating condition, allowing for reasonable wear and tear. The Student shall immediately notify the School’s Technology Department if the equipment is not in good operating condition or is in need of repair. The Student shall be financially responsible for repairs due to negligence. **No stickers or writing will be allowed on the Equipment.**

**Right of Inspection:** The Student shall make the Equipment available to the School’s Technology Department as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School’s normal business hours.

**Loss:** The Student assumes all risks of loss of the Equipment and agrees to return it to the School in the condition received from the School, with the exception of normal wear and tear.

**Warranty:** The School honors the AppleCare+ warranty on all Equipment for two years. The School is not responsible for any damage or defect that does not fall within the scope of the manufacturer’s warranty. The Student assumes responsibility for the condition of the Equipment.

**Indemnity of School for Loss or Damage:** If the Equipment is damaged or lost due to negligence, or any other reason not covered by the warranty, the School shall have the option of requiring the Student to reimburse the School for the replacement cost of such Equipment, this includes cracked screens. Cracked screens fall into two categories. AppleCare+ support and non-AppleCare+ support. If a cracked iPad is under AppleCare+ warranty students are required to pay \$69 for repair. If it is not under warranty then students will be required to pay a minimum \$250 fee for repair. All device support and service must be submitted through the School. Repairs completed through an external resource will be considered in violation of the Acceptable Use Policy and will void the warranty.

**Insurance:** Included in the cost of the Equipment, is AppleCare+ (see Apple iPad Insurance Agreement). All device support and service must be submitted through the School. Repairs completed through an external resource will be considered in violation of the Acceptable Use Policy and will void the warranty. Student may purchase additional insurance to cover theft of the iPad at their own expense.

**Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior Apple Equipment use agreements between the parties.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Florida.

**Severability:** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Disclosures:** The Student and the Student's parent or guardian hereby agree to the terms of this Agreement.

## iPad Insurance Agreement

St. John Catholic Academy has arranged for each iPad to include AppleCare+. AppleCare+ will cover the iPad for two (2) calendar school years from date of purchase. Any claims made against the policy will require a deductible of up to \$200. This policy covers up to two (2) incidents of accidental damage.

AppleCare+ will also cover the cost of parts and labor on all repairs that are the result of a manufacturer defect. Your iPad battery and USB cable and power adapter are also covered under this guarantee. AppleCare+ does not cover devices that are harmed by theft, vandalism, fire and natural disasters. Parents are strongly encouraged to insure their student's device using a third-party insurer. In case of theft, vandalism, fire and anything not covered by AppleCare+, the cost of the iPad to the student is \$400.

All damage review and repair claims must be submitted through St. John Catholic Academy. Repairs facilitated through any other service vendor will be in violation of the Acceptable Use Policy and may void the Apple warranty.

Student(s) Name (printed) 1. 2. 3. 4.
Student(s) Signature 1. 2. 3. 4.
Student School Issued Email Address(s) 1. 2. 3. 4.
Parent/Guardian Name (printed)
Parent/Guardian Signature
Date

