

BLESSED TRINITY CATHOLIC SCHOOL
TECHNOLOGY ACCEPTABLE USE POLICY
Revised 2/3/2021

Blessed Trinity Catholic School (“the School”) has configured mobile devices (“the device” or "devices") for connection to the School's wireless network, available to current students.

Please read the terms and conditions of this User Agreement carefully, which governs the use of the device, which is on loan from the School for the Academic year, or the last day your child will be at Blessed Trinity Catholic School, whichever comes first. You may not take possession of such device until you have read and accepted the terms of this User Agreement and signed the Release Form.

The School grants you the personal, non-exclusive right to utilize a mobile technology device during the Academic year. The device should be exclusively for school use. Any use of the device which interferes with its exclusive purpose is not permitted.

Upon entrustment of a device into your care, you assume the responsibility and liability of the device. Furthermore, you agree to return the device on the scheduled or arranged date of return in the same condition as which you received it, ordinary use and wear expected.

This agreement serves as a legal document between you and the School (the owner of the device).

LIABILITY

While in your possession, you are fully responsible for any theft or physical damage of the device and will be held accountable for the replacement or repair of the device. You are responsible for all cables and components of the device. You are responsible for keeping the device clean and in good condition during its use and upon its return to the School. You shall not lend the device to anyone without written permission from the Principal of the School. Please note that if you lend the device to another person without prior permission, you are nonetheless accountable and responsible for the replacement of the device, and may be subject to the forfeiture of the device, at the sole discretion of the School. Your failure to report the loss of the device or failure to return the device to the School may result in legal action against you. You hereby agree to pay for all reasonable attorney fees and costs incurred by the School in enforcing any of the terms of this Agreement.

SUPPORT AND SERVICE

You must obtain prior written permission from the Principal to install any software/apps and/or internal or external components on the device. You may not uninstall or erase any programs/apps or files that were originally on the device. In addition, you must consult with the school’s Technologist before changing any system settings. You must contact the school’s Technologist as soon as possible if there is any technical and/or physical problem with the device.

OWNERSHIP

You hereby acknowledge that all rights, title and interest to the device are the property of the School.

You hereby accept responsibility for the device and agree to all of the conditions set forth herein. You will not leave it unattended, nor will you lend it to another person. Should the device be lost, stolen or sufficiently damaged while in your possession, you will be responsible to provide the School with the insurance deductible amount (see separate Insurance Agreement).

At distribution, you have witnessed the physical inspection of the device and its components and accessories. All checked parts and accessories are present and functioning.

You understand that you will not perform any illegal activities with the device (i.e., hacking, pirating, downloading illegal materials, etc.) or take part in any activities inconsistent with the School's Acceptable Use of Technology Resources.

You agree to release and indemnify the School, the Archdiocese of Miami and any of its agents for any claims relating to the loss, damage or interception of any information, data, work product, or other material viewed, searched, or stored on the device. Furthermore, you agree to release and indemnify the School, the Archdiocese of Miami and any of its agents for any liability or for claims relating to the use or functioning of the hardware or software/apps included with the borrowed device and accessories.

STUDENT MOBILE DEVICE USE AGREEMENT

This Student Mobile Device Use Agreement ("Agreement") is made effective as of the first day of the Academic year between Blessed Trinity Catholic School ("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 any mobile device, accessories, and related software/apps.

Ownership: The School shall be deemed to have retained title to the equipment 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/apps included with the equipment nor in the licenses to any other software/apps 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.

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 the 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 Technology Department will incur a \$25 fee.

Compliance with SoftwareApps Licenses: The Student shall not make copies of software/apps licensed to the school. The Student is responsible for compliance with the license terms of any licensed software/apps, 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 back-up 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/apps 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 School maintains a service contract covering the Equipment. The Student shall be financially responsible for repairs due to negligence. No personal stickers or writing is 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/app installation.

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 Apple's warranty on all Equipment for three years unless an extended AppleCare warranty is purchased. The School is not responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty. The School honors Insurance on all Equipment to the extent of the coverage purchased. 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 or insurance policy, the School shall have the option of requiring the Student to repair the equipment to a state of good working order or to reimburse the School for the replacement cost of such Equipment.

Insurance: Included in the cost of the Equipment, is an insurance policy providing coverage that will protect the Equipment against theft, fire, and accidental damage. Please refer to the "Mobile device Insurance Agreement" for details.

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.

Mobile Device Insurance Agreement

Blessed Trinity Catholic School will provide an Insurance policy for the Mobile devices used by our students. This policy will cover each student's mobile device beginning the first day of the Academic year. The policy coverage is available only for the mobile device and its original included accessories for protection against (i) defects in materials or workmanship, (ii) battery depletion of 50 percent or more from original specification, and (iii) up to two (2) incidents of accidental damage from handling of your mobile device, theft, burglary/robbery, power surge, vandalism, fire, and natural disasters. The parents' responsibility shall be **\$50 service fee** for each incident. Replacement equipment that Blessed Trinity Catholic School provides as part of the repair or replacement service may be new or equivalent to new in both performance and reliability. The Insurance will be provided for the period of the Academic year or until the last day your child will be at Blessed Trinity Catholic School, whichever comes first.

TECHNOLOGY ACCEPTABLE USE POLICY

Blessed Trinity Catholic School (“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 Mobile device on a wireless network. Mobile devices 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 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 Mobile devices. 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.

Syncing Your mobile device to Your Computer

- DO NOT SYNC YOUR MOBILE DEVICE!

E-Mail

- The School has provided a filtered and monitored Google email.
- Proper use of e-mail must be consistent with the Acceptable Use Policy and mobile device Use Agreement.
- It must be used strictly for educational purposes, and as directed and approved by faculty or administration.
- E-mails to recipients outside of the Blessed Trinity domain is strictly forbidden, except as part of an assigned, in class activity that is supervised by faculty or administration.

Google Drive

- The School has provided a filtered Google Drive.
- All files, notes, etc. created by student must be saved on the Google Drive.
- Proper use of the Drive must be consistent with the Acceptable Use Policy and mobile device Use Agreement.
- It must be used strictly for storing and accessing school-related files.
- No music, movies, videos, pictures, games or any media files are to be stored, except as part of an assigned activity by faculty or administration.

Chatting and Blogging

- Instant messaging is prohibited on campus except 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.
- Participation in chat rooms during school hours is prohibited during the school day, except as part of an assigned, in-class activity.

Audio and Video

- Audio on the Mobile devices 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 Mobile devices to watch movies and DVD 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, except as part of an assigned, in-class activity.
- The school reserves the right to remove any game from a school mobile device that is considered inappropriate or impedes the educational purpose of the Mobile device program.
- No games that are played over the school network are allowed.
- Games that include violence, adult content, inappropriate language, and weapons are not to be installed or played on the Mobile devices.
- Screensavers that include gaming components are not allowed.

Mobile devices

- Student Mobile devices must not be left unattended at any time. If an Mobile device is found to be unattended, it will be turned in to the Technology Department.
- Mobile devices must be in a student's possession or secured in a locked classroom or locker (if available) at all times.
- Do not lend your Mobile device to other students.
- Do not borrow an Mobile device from another student.
- Mobile devices must be carried and transported appropriately on campus. They should be carried in their approved cases at all times. Failure to do so could damage the device and result in permanent loss of data.

Note: Students are entirely responsible for backing up their own data. Lost or damaged data is not the school's responsibility. All school-issued Apple mobile devices must be in the school-issued Mobile device case.

- Do not consume food or beverages near the Mobile devices. Mobile devices may not be used in the Cafeteria during lunch.
- Mobile devices should be handled with care. Inappropriate treatment of school Mobile devices is not acceptable.

- No writing or stickers will be allowed on the Mobile device and Mobile device cases, and these are not to be defaced in any way.
- Do not remove, move or write on the identification sticker on your Mobile device.
- Students are not allowed to create any administrative passwords on their Mobile devices.
- Students are expected to come to school with a fully charged battery on a daily basis; however, should the Student's Mobile device run out of battery, the Student can charge the mobile device in their homeroom or Computer cart.
- Jailbreaking an Mobile device is strictly prohibited. If a School-owned Mobile device is jailbroken, the Student's parents will be responsible for the full cost of replacing the mobile device.

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 Computer-Related Crimes Act, Chapter 815, Florida Statutes). This includes tampering with mobile device hardware or software, vandalizing data, invoking mobile device 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 Mobile devices or our file servers.

File Sharing

- File sharing is the public or private sharing of mobile device 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 Mobile devices. 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 mobile device failure and will interfere with your ability to complete class work and may 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 school reserves the right to remove any software that has been loaded onto the mobile device that impedes the educational purpose of the Mobile device program.
- Copyrighted movies may not be "ripped" from DVDs and placed on the Mobile devices nor may copyrighted movies be downloaded to the Mobile devices from the Internet.
- If administration approves, only commercial videos (such as television programs) legally purchased from the iTunes music store or another like entity may be downloaded to the Mobile devices.
- 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 mobile device, but they also slow down the operation of the mobile device and the network connection.
- There is a \$25 re-imaging charge to remove any unapproved software or files.

Screensavers

- Inappropriate or copyrighted media may not be used as a screensaver.
- 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

- The Internet is a rich and valuable source of information for education. 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, the Network Administrator, or

the Technology Coordinator 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 Mobile device 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 mobile device 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 mobile device.
- Students are prohibited from utilizing the command prompt interface. In addition to this, students are prohibited from using any method to obtain control of another person's mobile device through the use of their own mobile device.
- 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 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:

- o Sending/posting false, cruel, hurtful or vicious messages/comments;
 - o Creating or contributing to websites that have stories, cartoons, pictures, and jokes ridiculing others;
 - o Breaking into an e-mail account and sending vicious or embarrassing materials to others;
 - o Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others;
 - o 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.
 - Mobile devices 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.
 - Any electronic device used on the school network, even if privately owned, is subject to all policies and consequences of the AUP including: the right to view the content of the device at any time; the right to remove content from the device; and the right to retain the device in the school's possession if there is an infraction to the AUP that deserves that 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 an mobile device, the loss of the use of the mobile device for an amount of time determined by the administration and members of the Technology Department, possible disciplinary action and possible legal action.
- These consequences apply to students participating in the Mobile device program at the School as well as to students who are using the school's mobile devices and on campus.
- Any mobile device with illegal or inappropriate software or materials on it will be reformatted or "re-imaged," and the student will be charged a \$25 AUP violation fee PER incident for this service. This amount may be increased for repeat violations.
- In the case of repeated Mobile device abuse and/or damages, the school has the right to revoke the use of the school's Mobile device and the student will be restricted to using it only on-campus. Repeated AUP offenses or Mobile device abuses may lead to the loss of a student's privilege of using an Mobile device on campus.

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

Florida Computer-Related 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 an mobile device, mobile device system, or mobile device network;
 2. destroys data, programs, or supporting documentation residing or existing internal or external to a mobile device, mobile device system, or mobile device 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 mobile device, mobile device system, or mobile device 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 users of computers, computer systems, computer networks, and electronic devices.

Whoever willfully, knowingly, and without authorization,

1. accesses or causes any mobile device, mobile device system, or mobile device network to be accessed; or
2. denies or causes the denial of mobile device system services to an authorized user of such mobile device system services;

Commits an offense against mobile device 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.

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I do hereby verify that I have read and understood the above-referenced documents, posted on PlusPortals, and will abide by and agree to the terms of this agreement.

Student Name

ID Number

Student Signature

Date

Parent (Guardian) Name

Parent (Guardian) Signature

Date

Principal Signature

Date