

STM 1:1 Device Policy

Terms and Conditions of Use

By signing the Device Policy and Procedure Checklist form, the student and the student's parent/guardian certify that they have thoroughly read, understand, and accept the following terms and conditions, which will govern the student's possession and use of a St. Thomas More Catholic School (STM) Device ("the Device") issued to the student by St. Thomas More Catholic School. The student and the student's parent/guardian also certify that they will comply with these terms at all times while the Device is in their possession or under their control. Participation in this program is voluntary. If the student or student's parent/guardian do not wish to be issued a Device or do not agree to the terms and conditions of use, the student will receive educational services that do not require use of a Device and will not be penalized in any way for the decision not to participate.

General Terms & Conditions

- The Device is being made available to the student on the terms and conditions described in this document only for purposes of educational services provided by STM.
- The Device is and will remain at all times the property of STM. STM may recall the Device, or place additional restrictions on the student's use or possession of the Device, at any time and for any reason, with or without prior notice. If instructed to do so for any reason by any STM teacher or administrator, the student or the student's parent/guardian will immediately surrender the Device to that teacher or administrator.
- STM reserves the right to change the terms or conditions of the student's possession or use of the Device, or to impose new restrictions on use or possession of the Device, at any time.
- The student's possession and use of the Device will be subject at all times, both on and off campus, to the terms and conditions described in this document, as well as any additional rules, regulations, and restrictions that may be imposed from time to time by STM and with all applicable state and federal laws and regulations.
- The student's possession and use of the Device will be governed at all times, both on and off campus, by all applicable policies and procedures of STM, including but not limited to Technology and Acceptable Use Policy. They further certify that they are aware that all 1:1 policies are available on the school's website that it is their responsibility to inform themselves as to any 1:1 policies that might apply to the student's use or possession of the Device and to comply with those policies at all times.
- Under no circumstances will the student use the Device or permit the Device be used in furtherance of any crime; fraud; threat; defamation; plagiarism; copyright, patent, or trademark infringement; illegal downloading; theft of intellectual property; gambling; accessing, viewing, or transmission of pornographic or violent images or content; illegal or unauthorized accessing or use of data; bullying or harassment (including cyber-bullying); malicious internet activities (including "hacking" of other computers or websites); advertising or commercial activities; abusive or insulting communications; or any unlawful activities of any kind.
- Under no circumstances will the Device be used for instant messaging ("IM") or visiting chat rooms or non-school social networking websites such as FaceBook, Twitter, Instagram, Snapchat, etc., unless access has been specifically approved by STM.
- Students will use their Devices to access the internet only in public or common family areas. Parents or guardians will supervise and monitor student's internet use whenever possible.
- By signing the Device Policy and Procedure Checklist form, the student and the student's

parent/guardian acknowledge that they are solely responsible for ensuring that the student's use of the Device to access the internet while off campus will be safe and responsible and in compliance with all applicable laws, policies, rules, and regulations.

- The student and student's parent/guardian will hold STM and its employees harmless for any harm that may come to the student or any other person as a result of the student's off-campus internet activities.
- Should the student inadvertently gain access through the Device to any confidential information about other students or staff members at STM, including but not limited to course work or grade information, the student will immediately report the incident to the school principal or the STM Technology Instructor and will not share the information with any other person.
- Because the Device is school property and is intended only for approved educational uses, the student's use of the Device will be governed by this document and the rules, policies, and guidelines described in this document at all times and in all locations, both on and off campus and both during and outside of instructional time.
- If authorized by STM and the student's parent/guardian, the student may transport the Device to and from home, public libraries, and meetings of school study groups.
- The student will not share the Device with any other person unless expressly authorized to do so by an STM teacher or administrator. The student will not loan the Device to any other person, including another STM student, without prior written authorization from a school administrator or teacher.
- Consequence: Any violation of the terms or conditions set forth or referenced in this document may result in student's possession or use of the Device being restricted, suspended, or terminated, with or without prior notice, for any length of time at the sole discretion of STM.
- The student's possession and use of the Device is a privilege, not a right. By signing the Device Policy and Procedure Checklist form, the student and the student's parent/guardian acknowledge that they have no right or entitlement to possession or use of the Device and that neither this document nor any conversation, correspondence or understanding between themselves and any representative of STM gives them any ownership or contractual rights of any kind whatsoever to the Device.

Issuance & Return of Device

- After the student has attended the mandatory orientation meeting and a padded sleeve has been purchased, the Device will be issued to the student during the first two weeks of school.
- The student's license to use the Device terminates on the last week of the school year, unless terminated earlier by STM. Devices and supplied accessories such as chargers, mice, cables, etc. will be collected on or before the last week of the school year.
- Given the time required for technology staff to inspect, maintain, and upgrade the Devices over the summer, penalties will be assessed for the late return of Devices at the end of the school year.
- If the student fails to return the Device and provided accessories by the last week of the school year, the student and the student's parent/guardian will be denied access to FACTS SIS and official records such as the student's end of year report card.
- If the Device is not returned within 60 days of the last day of the school year, the student and the student's parent/guardian may be assessed the full replacement cost for the Device, and STM may institute legal actions against the student and/or the student's parent/guardian.

Care, Maintenance & Inspections

- By signing the Device Policy and Procedure Checklist form, the student and the student's parent/guardian acknowledge that they have received a copy of STM's Device Care and Use Guidelines and that they will comply at all times with the specifications in that document, as well as any additional rules or guidelines regarding care and maintenance of the Device.
- Under no circumstances will the student install or permit to be installed on the Device any hardware, software, drivers, or other programs or devices without the advance written approval of an administrator or teacher. Under no circumstances will the student delete, uninstall, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on the Device by STM.
- The Device may be inspected at any time by STM officials, with or without prior notice, either in person or remotely via the Internet or network connections, for purposes of maintenance and/or to monitor the student's use of the Device (including any email communications and Internet activities) to determine whether the student is complying with the terms and conditions set forth or described in this document.
- By signing the Device Policy and Procedure Checklist form, the student and parent/guardian acknowledge that they have no reasonable expectation of privacy to any data or information of any kind contained on the Device, which shall at all times remain STM property and which is intended to be used only for school purposes.
- The student and the student's parent/guardian further acknowledge that if any such inspection reveals evidence that the student has violated the Student Code of Conduct or any criminal law, such evidence may be used in support of a disciplinary action against the student and/or shared with law enforcement.

Loss, Theft, & Damage

- The Device is a valuable piece of property that is being made available to the student by STM for purposes of advancing the student's education.
- The student is responsible for ensuring that the Device is kept safe and secure at all times while it is in the student's possession or under the student's control.
- Under no circumstances will the student leave the Device unattended at any location, either on or off campus, unless it is safely secured at the student's home, stored in the student's school locker, or backpack.
- Under no circumstances will the student leave the Device in the care or custody of any person other than the student's parent or guardian or an STM teacher or administrator.
- If the Device is lost, stolen, damaged or malfunctioning in any way, the student will immediately report the problem to the Technology Instructor or their teacher.
- If the student believes the Device has been stolen, the student and the student's parent/guardian will immediately file a report with law enforcement and request a copy of the written incident report filed by the law enforcement officer. As soon as possible after reporting the Device stolen, the student will provide a copy of the police report to the principal and Technology Instructor, along with details about the incident and the name and telephone number of the investigating officer.
- STM will investigate all incidents of Devices reported as lost and may refer any such incidents to law enforcement. STM Devices can be easily identified and traced. *Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell an STM-owned Device will be vigorously prosecuted to the*

fullest extent of the law.

- In recognition of the advantages that come from being issued a Device and the considerable expense to STM in funding the Device program, the student and student's parent/guardian acknowledge that they must bear some risk for the possibility that the Device may be lost, damaged, or stolen. While no fees will be charged for repair of the Device that is fully covered by a manufacturer's warranty, all other repairs and replacements will be subject to the fees set out below.
 - Actual replacement cost of the Device or supplied accessories.
- If for any reason the Device is lost, stolen, or destroyed during the time that it is issued to the student, regardless of whether the student is at fault, the student and the student's parent/guardian will be responsible for the following fees to help offset the actual replacement costs to STM:
 - Actual replacement cost of the Device or supplied accessories.
- If for any reason the Device is damaged during the time that it is issued to the student, regardless of whether the student is at fault, the student and student's parent/guardian will be responsible for the following fees to help offset the actual cost to STM of repair or replacement:
 - Replacement of damaged or cracked screens.
 - For the first and any subsequent occasions, the actual cost of repair or the actual replacement cost, whichever is less.
 - If the cost of the repair or replacement of the Device is covered by the original or extended warranty, the fee will be waived.
- For purposes of this document, the replacement cost is the actual cost to STM at the time of replacement of a new Device or provided accessory in Orange County, North Carolina, at retail price.
- For purposes of this document, the repair cost is the actual cost to STM to have the Device fully repaired by a qualified repair technician of STM's choosing to the condition the Device was in when it was originally issued to the student.
- *The student will not be issued a replacement Device until the costs described above have been paid in full.*
- STM reserves the right to decline to issue a replacement Device if it determines, in its sole discretion, that the risk of loss or damage to the replacement Device is unacceptable. The decision not to issue a replacement Device shall not excuse the student and his parent/guardian from any fees associated with the loss, theft, or damage of any previously-issued STM Devices, given that those fees are intended to help offset the actual cost to STM of repair or replacement of STM's property.
- 8th Grade students must pay all fees, including but not limited to any technology fee or replacement or repair costs, before being allowed to graduate and/or attend the graduation ceremony.

Fee Waivers

- The fees described in this document will be waived only for demonstrated economic hardship in accordance with STM Policy and Procedure (Fee Waiver).