

Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018

Student Name _____

Dear NCS Family,

We are very excited to distribute the Microsoft Surfaces to our students once again. The Surface tablet will not be distributed until the agreement is signed by parent and student.

This Student Microsoft Surface Agreement (“Agreement”) is made effective as of August 9, 2017 between Nativity 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 the Microsoft Surface Pro tablet, Microsoft Surface Pro accessories, and related items on the following list:

- One (1) Microsoft Surface Pro tablet
- One (1) Surface Power Supply
- One (1) Surface Pen
- One (1) Protective case (must be used at all times) – distributed to 6th grade and new students only.

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 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 IT 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 an 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 Policy (“AUP”). *Violation of the school’s AUP which require reconfigurations and/or repair by the Nativity Catholic School’s IT Department will incur a 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 indemnify and hold the School harmless for any violations of such license terms.

Back-up Requirements: The Student must store documents or other files on Microsoft OneDrive (not locally 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 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 IT 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 arising from Student’s negligence.

**Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018**

Student Surfaces must always be housed in a protective casing. Incoming 6th graders will be provided a protective case and if a student compromises the integrity of or loses the case, a \$40 replacement fee will be assessed to the Student for a new one. Current 7th and 8th graders are responsible and required to always have a protective case on the Surface or one will be provided at the cost of \$40 to the Student.

Right of Inspection: School reserves the right to inspect the Equipment at any time during School hours. The Student shall make the Equipment available to the School's Administration/IT 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 Microsoft warranty on all Equipment. 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 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 with the use of the Equipment is a three-year insurance policy providing coverage that will protect the Equipment against accidental damage. The Equipment may be repaired/replaced due to accidental damage(s) a maximum of two (2) times over the course of the 3 year period. After the maximum repairs have been reached, the student is required to reimburse the School for the repair or replacement cost of such Equipment.

Entire Agreement and Modification: This Agreement constitutes the entire agreement between the parties. School reserves the right to amend the Agreement at any time and any such amendments will be communicated in writing by Nativity Catholic School.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida. **As a condition precedent to any litigation, the parties are obligated to mediate with a Circuit Court certified mediator in Hillsborough County, 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.

Nativity Catholic School Microsoft Surface Program Student Use Agreement 2017-2018

Nativity Catholic School (“the School”) is configuring the Surface Pro Tablet (“the device”) for connection to the School’s wireless network.

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. 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 the device referenced above beginning on August 9, 2017. This device should be exclusively for school use. Any use of the device which interferes with its exclusive purpose is not permitted.

Upon entrustment of the device referenced above 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 this device).

LIABILITY

WHILE IN YOUR POSSESSION, YOU ARE FULLY RESPONSIBLE for any theft or physical damage of this device and will be held accountable for the replacement or repair of this device. You are responsible for all cables and components of this device. You are responsible for keeping this device clean and in good condition during its use and upon its return to the School. You shall not lend this device to anyone. Please note that if you lend this device to another person, you are nonetheless accountable and responsible for the replacement of this 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 this device or failure to return this 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

Only academic software and/or internal or external components may be loaded onto this device. You may not uninstall or erase any programs or files that were originally on this device. System settings may not be changed. **If the Configuration Profile is/are removed, the Student will be assessed a fee to have the device reconfigured.** You must contact the school’s Technology Director if there is any technical and/or physical problem with this 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 this 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

**Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018**

sufficiently damaged while in your possession, you will be responsible to pay the full purchase price to replace the device.

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. Once accepting delivery of the Equipment, you accept the condition as delivered.

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

You agree to release and indemnify the School, the Diocese of St. Petersburg 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 this device. Furthermore, you agree to release and indemnify the School, the Diocese of St. Petersburg and any of its agents for any liability or for claims relating to the use or functioning of the hardware or software included with this borrowed device and accessories.

Upon withdrawal from Nativity Catholic School, the device and any outstanding tuition/fees must be settled prior to taking final exams and/or posting final grades.

Additional costs:

Replacement of Case: \$40

Replacement of Microsoft Surface Stylus: \$50

Replacement of Charger: \$40

Tech Fee for Damaged Surface: \$50

Reset the Surface to Original Setup: \$25

Nativity Catholic School Microsoft Surface Program Student Use Agreement 2017-2018

Nativity Catholic School Mobile Device Acceptable Use Policy

Nativity 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 21st century learners. Students at the School utilize their tablet on a wireless network. Microsoft Surface Tablets 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 the Microsoft Tablet. 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.
- E-mail services provided by the school are to be used only for the exchange of appropriate information.
- 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.
- E-mail etiquette should be observed. E-mail messages may be monitored and reviewed by the school. All e-mail messages should be reflective of the values and mission of Nativity Catholic School as determined in the sole judgment of the Administration of Nativity Catholic School.
- Only approved e-mail programs may be used for student e-mail (ncscougars.org)
- School e-mail addresses are not to be given to ANY websites, companies, or other third parties without the explicit permission of a teacher or administrator.
- Only school-related attachments may be sent on the school e-mail system.

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 may 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

- 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, earphones provided by the student must be used.
- The use of the Surface to watch movies, 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, and approval of the administration.
- Sharing of music (including iTunes music sharing) over the school network is strictly prohibited and is subject to disciplinary action.

Games

Nativity Catholic School

Microsoft Surface Program

Student Use Agreement 2017-2018

- 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 Surface that is considered inappropriate or impedes the educational purpose of the Microsoft Surface program, as determined by the Administration of Nativity.
- Screensavers that include gaming components are not allowed.

Microsoft Surface

- Student Surface must not be left unattended at any time. If a Surface is found to be unattended, it will be turned in to the Technology Department. The school is not responsible for theft or loss.
- The Surface must be in a student's possession or secured in a locked classroom or locker at all times.
- Do not lend your Surface to other students.
- Do not borrow a Surface from another student.
- The Surface must be carried and transported appropriately on campus in the school-issued protective casing. 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.
- The Microsoft Surface Tablet should be handled with care. Inappropriate treatment of the tablet is not acceptable.
- Do not remove, move or write on the identification sticker on the Surface.
- Students are not allowed to create any administrative passwords on their Surface.
- Students are expected to come to school with a fully charge battery on a daily basis.

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 Crimes Act, Chapter 815, Florida Statutes). This includes tampering with Surface hardware or software, vandalizing data, invoking Surface 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 Surface or our file servers.

File Sharing

- File sharing is the public or private sharing of Surface 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 Surface. Examples are Limewire, Bearshare, Kazaa, etc. Although these are types of programs are software downloads, they automatically create file sharing connections.

Deleting Files

Nativity Catholic School

Microsoft Surface Program

Student Use Agreement 2017-2018

- Do not delete any folders or files that you did not create, install or recognize. Deletion of certain files will result in your Surface not working correctly.

Downloading and loading 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 Surface that impedes the educational purpose of the program.
- Copyrighted movies may not be "ripped" from DVDs and placed on the Surface nor may copyrighted movies be downloaded to the Surface from the Internet.
- 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/malware, and they also slow down the operation of the Surface and the school network connection.

Screensavers

- 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.

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 school administration, or the IT Department 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 should not give any personal information regarding themselves or others through email or the Internet including name, phone number, address, passwords, etc. Receipt of messages by unknown senders should be reported to the Technology Department. Students are not to provide the e-mail address or other personal information regarding other students, faculty, or administration to anyone without their permission.
- Students must secure and maintain private passwords for network and Surface 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 Surface activities, including logging website access, newsgroup access, bandwidth, and network use.

Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018

- Students are prohibited from accessing faculty, administration, and staff's file servers for any reason.
- Students are prohibited from using any method to obtain control of another person's Surface.
- 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: 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 individual's property; or disrupting the orderly operation of the school will not be tolerated.
- The Surfaces 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, including all disciplinary action up to and including expulsion.
- These consequences apply to students participating in the Microsoft Surface program at the School as well as to students who are using the school's Surfaces while on campus.
- Any Surface with illegal or inappropriate software or materials on it will be reformatted or "re-imaged," and the student will be charged a fee. There is an AUP violation fee PER incident for this service—in addition to disciplinary action.
- In the case of repeated Surface abuse and/or damages, the school has the right to revoke the use of the school's Surface and the student will be restricted to using it only on-campus. Repeated AUP offenses or Surface abuse may lead to the loss of a student's privilege of using a Surface on campus.
- Students are to report any known violations of this AUP to appropriate administrative staff members. Random checks of student Surface will be conducted throughout the year to ensure that these policies are being followed.
- The School takes no responsibility for activities conducted on the Surface or materials stored on the Surface or the school's network.
- The School takes no responsibility for activities conducted on the Surface or materials stored on the Surface or the school's network.

Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018

Fla. Stat. 815.04 Offenses against Intellectual Property

1. Whoever willfully, knowingly, and without authorization modifies data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
2. Whoever willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
3. Whoever willfully, knowingly, and without authorization 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 computer, computer system, or computer network commits an offense against intellectual property.
4. Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in S.775.082, S.775.083, or S.775.084.

If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony in the second degree, punishable as provided in S.775.082, S.775.083, or S.775.084. 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 Computer Users

1. Whoever willfully, knowingly, and without authorization accesses or causes to be accessed any computer, computer system, or computer network; or whoever willfully, knowingly, and without authorization denies or causes the denial of computer system services to an authorized user of such computer system services, which, in whole or part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another commits an offense against computer users.
2. Except as provided in this subsection an offense against computer users is a felony of the third degree, punishable as provided in S.775.082, S.775.083, or S.775.084.
3. 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 as provided in S.775.082, S.775.083, or S.775.084.

Commits an offense against Surface users and is guilty of a felony in the third degree punishable by up to five 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.

**Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018**

**Nativity Catholic School
Microsoft Surface Program
Student Use Agreement 2017-2018**

Policies and Procedures Acknowledgement Form

I/We, the undersigned, have read, understand, and agree to comply with the documents listed below, as well as additional policies that the administration may communicate in writing during the course of the school year. I/We understand that these policies and regulations are based on the guidelines set forth in the Diocesan Administrative Handbook for the Diocese of St. Petersburg. I/We further understand that the Principal, Pastor, and Diocesan Office of Catholic Schools and Centers have the right to interpret all policies.

I/We agree to adhere to the rules and policies set forth in the following documents:

- *Student Use Agreement 2017-2018* (pages 1-4)
- *Mobile Device Acceptable Use Policy* (pages 5-9)

@ncscougars.org

Student Name

Email Address

Student Signature

Date

Parent (Guardian) Name

Parent (Guardian Signature)

Date

Principal or Asst. Principal Signature

Date